

PHA Plans

5 Year Plan for Fiscal Years 2000 - 2004

Annual Plan for Fiscal Year 2000

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH
INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

**PHA Plan
Agency Identification**

PHA Name: Gloucester City Housing Authority

PHA Number: NJ39 P218 001

PHA Fiscal Year Beginning: 6/30/00

Public Access to Information

**Information regarding any activities outlined in this plan can be obtained by contacting:
(select all that apply)**

- ☐ Main administrative office of the PHA
- ☒ PHA development management offices
- ☐ PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- ☐ Main administrative office of the PHA
- ☒ PHA development management offices
- ☐ PHA local offices
- ☐ Main administrative office of the local government
- ☐ Main administrative office of the County government
- ☐ Main administrative office of the State government
- ☐ Public library
- ☐ PHA website
- ☐ Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- ☒ Main business office of the PHA
- ☐ PHA development management offices
- ☐ Other (list below)

5-YEAR PLAN
PHA FISCAL YEARS 2000 - 2004

[24 CFR Part 903.5]

A. Mission

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

- ☐ The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- X The PHA's mission is: (state mission here)

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

- ☐ PHA Goal: Expand the supply of assisted housing
Objectives:
- ☐ Apply for additional rental vouchers:
 - ☐ Reduce public housing vacancies:
 - X Leverage private or other public funds to create additional housing opportunities:
 - X Acquire or build units or developments
 - ☐ Other (list below)
- ☐ PHA Goal: Improve the quality of assisted housing
Objectives:
- ☐ Improve public housing management: (PHAS score)
 - ☐ Improve voucher management: (SEMAP score)
 - ☐ Increase customer satisfaction:

- ☐ Concentrate on efforts to improve specific management functions:
(list; e.g., public housing finance; voucher unit inspections)
 - X Renovate or modernize public housing units:
 - ☐ Demolish or dispose of obsolete public housing:
 - ☐ Provide replacement public housing:
 - ☐ Provide replacement vouchers:
 - ☐ Other: (list below)
-
- ☐ PHA Goal: Increase assisted housing choices
Objectives:
 - ☐ Provide voucher mobility counseling:
 - ☐ Conduct outreach efforts to potential voucher landlords
 - ☐ Increase voucher payment standards
 - ☐ Implement voucher homeownership program:
 - X Implement public housing or other homeownership programs:
 - ☐ Implement public housing site-based waiting lists:
 - ☐ Convert public housing to vouchers:
 - ☐ Other: (list below)

HUD Strategic Goal: Improve community quality of life and economic vitality

- ☐ PHA Goal: Provide an improved living environment
Objectives:
 - X Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
 - ☐ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
 - ☐ Implement public housing security improvements:
 - X Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
 - ☐ Other: (list below)

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

- X Increase the number and percentage of employed persons in assisted families:

- X Provide or attract supportive services to improve assistance recipients' employability:
- ☐ Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- ☐ Other: (list below)

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

- ☐ PHA Goal: Ensure equal opportunity and affirmatively further fair housing Objectives:
 - X Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
 - X Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
 - ☐ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
 - ☐ Other: (list below)

Other PHA Goals and Objectives: (list below)

Increase availability of decent, safe & affordable housing in the community.
Ensure equal opportunity in housing for all Americans.
Promote self-sufficiency & asset development of families & individuals.
Improve community quality of life & economic vitality.

Annual PHA Plan PHA Fiscal Year 2000

[24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

☐ **Standard Plan**

Streamlined Plan:

- ☒ **High Performing PHA**
☐ **Small Agency (<250 Public Housing Units)**
☐ **Administering Section 8 Only**

☐ **Troubled Agency Plan**

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

During the next year the GCHA will focus on the following strategies:

Self-sufficiency program

Purchase and/or renovation of units for low/moderate income families

Working with other municipalities

Creation of a “White Paper” that explains all of the programs offered, describes where the authority has been, is now, and wants to be in the future.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

Table of Contents

Page #

Annual Plan

- i. Executive Summary
- ii. Table of Contents
 - 1. Housing Needs

2. Financial Resources
3. Policies on Eligibility, Selection and Admissions
4. Rent Determination Policies
5. Operations and Management Policies
6. Grievance Procedures
7. Capital Improvement Needs
8. Demolition and Disposition
9. Designation of Housing
10. Conversions of Public Housing
11. Homeownership
12. Community Service Programs
13. Crime and Safety
14. Pets (Inactive for January 1 PHAs)
15. Civil Rights Certifications (included with PHA Plan Certifications)
16. Audit
17. Asset Management
18. Other Information

Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

- X Admissions Policy for Deconcentration
- X FY 2000 Capital Fund Program Annual Statement
- X ☐ Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

- ☐ PHA Management Organizational Chart
- X FY 2000 Capital Fund Program 5 Year Action Plan
- X Public Housing Drug Elimination Program (PHDEP) Plan
- ☐ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- ☐ Other (List below, providing each attachment name)

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford- ability	Supply	Quality	Access- ibility	Size	Loca- tion
Income <= 30% of AMI	2708	5	5	3	4	4	3
Income >30% but <=50% of AMI	986	4	5	3	4	4	3
Income >50% but <80% of AMI	556	3	3	3	4	4	2
Elderly	3172	5	5	4	5	4	5
Families with Disabilities	1335	3	5	4	5	5	5
Race/Ethnicity	64	5	4	4	3	5	5
Race/Ethnicity							
Race/Ethnicity							
Race/Ethnicity							

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- ☐ Consolidated Plan of the Jurisdiction/s
Indicate year:
- ☐ U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- ☐ American Housing Survey data
Indicate year:
- ☐ Other housing market study
Indicate year:
- ☐ Other sources: (list and indicate year of information)
1990 Income & Poverty Status for Gloucester City

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA’s waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
x Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	328	142	11
Extremely low income <=30% AMI	147	40	3

Housing Needs of Families on the Waiting List			
Very low income (>30% but <=50% AMI)	133	30	6
Low income (>50% but <80% AMI)	48	20	2
Families with children	136	100	1
Elderly families	192	100	9
Families with Disabilities	31	100	1
Race/ethnicity			
Race/ethnicity			
Race/ethnicity			
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	90	100	9
2 BR	1	0	0
3 BR	15	100	2
4 BR			
5 BR			
5+ BR			
Is the waiting list closed (select one)? X No <input type="checkbox"/> Yes If yes: How long has it been closed (# of months)? Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

The Gloucester City Housing Authority is currently initiating raining courses for our scattered site tenants through the St. Joseph's Carpenters Society. St. Joseph's Society will help train our current tenant in job training, resume preparation, home maintenance financial planning.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- ☐ Employ effective maintenance and management policies to minimize the number of public housing units off-line
- ☐ Reduce turnover time for vacated public housing units
- X Reduce time to renovate public housing units
- ☐ Seek replacement of public housing units lost to the inventory through mixed finance development
- ☐ Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- ☐ Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- X Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- ☐ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- ☐ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- X Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- ☐ Other (list below)

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- ☐ Apply for additional section 8 units should they become available
- ☐ Leverage affordable housing resources in the community through the creation of mixed - finance housing
- X Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- ☐ Other: (list below)

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

Select all that apply

- ☒ Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- ☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- ☐ Employ admissions preferences aimed at families with economic hardships
- ☒ Adopt rent policies to support and encourage work
- ☐ Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

Select all that apply

- ☒ Employ admissions preferences aimed at families who are working
- ☒ Adopt rent policies to support and encourage work
- ☐ Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

- ☒ Seek designation of public housing for the elderly
- ☐ Apply for special-purpose vouchers targeted to the elderly, should they become available
- ☐ Other: (list below)

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- ☒ Seek designation of public housing for families with disabilities
- ☐ Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- ☐ Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- ☒ Affirmatively market to local non-profit agencies that assist families with disabilities
- ☐ Other: (list below)

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

- ☒ Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- ☐ Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

- ☐ Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- ☐ Market the section 8 program to owners outside of areas of poverty /minority concentrations
- ☐ Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- ☒ Funding constraints
- ☒ Staffing constraints
- ☒ Limited availability of sites for assisted housing
- ☐ Extent to which particular housing needs are met by other organizations in the community
- ☐ Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- ☐ Influence of the housing market on PHA programs
- ☐ Community priorities regarding housing assistance
- ☐ Results of consultation with local or state government
- ☒ Results of consultation with residents and the Resident Advisory Board
- ☐ Results of consultation with advocacy groups
- ☐ Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2000 grants)		
a) Public Housing Operating Fund	337,075.00	337,075.
b) Public Housing Capital Fund		
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance		
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
g) Resident Opportunity and Self-Sufficiency Grants		
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)	121,922. CIAP	121,922.
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income	198,300.	
4. Other income (list below)	9000.	

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
4. Non-federal sources (list below)		
Total resources		

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

ADMISSIONS & OCCUPANCY ATTACHED

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

☒ When families are within a certain number of being offered a unit: (state number)
FIVE

☐ When families are within a certain time of being offered a unit: (state time)

☐ Other: (describe)

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

☒ Criminal or Drug-related activity

☒ Rental history

☒ Housekeeping

Other (describe)

- c. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- d. ☒ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- e. ☐ Yes ☒ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

- a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- ☒ Community-wide list
- ☐ Sub-jurisdictional lists
- ☐ Site-based waiting lists
- ☐ Other (describe)

- b. Where may interested persons apply for admission to public housing?

- ☐ PHA main administrative office
- ☒ PHA development site management office
- ☐ Other (list below)

- c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year? 2

2. ☐ Yes ☒ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
- If yes, how many lists?

3. ☐ Yes ☒ No: May families be on more than one list simultaneously
- If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- ☒ PHA main administrative office
- ☐ All PHA development management offices
- ☐ Management offices at developments with site-based waiting lists

- ☐ At the development to which they would like to apply
☐ Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- ☐ One
☐ Two
X Three or More

b. X Yes ☐ No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:

X Yes ☐ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- ☐ Emergencies
☐ Overhoused
☐ Underhoused
X Medical justification
☐ Administrative reasons determined by the PHA (e.g., to permit modernization work)
☐ Resident choice: (state circumstances below)
☐ Other: (list below)

c. Preferences

1. X Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If "no" is selected, skip to subsection **(5) Occupancy**)
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- ☐ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☐ Victims of domestic violence
- ☐ Substandard housing
- ☐ Homelessness
- ☐ High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- ☐ Working families and those unable to work because of age or disability
- X Veterans and veterans' families
- X Residents who live and/or work in the jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

Date and Time

Former Federal preferences:

Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

Victims of domestic violence

Substandard housing

Homelessness

High rent burden

Other preferences (select all that apply)

- 1 Working families and those unable to work because of age or disability
- 2 Veterans and veterans' families
- 1 ☐ Residents who live and/or work in the jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

4. Relationship of preferences to income targeting requirements:

- ☐ The PHA applies preferences within income tiers
- X Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- ☐ The PHA-resident lease
- X The PHA's Admissions and (Continued) Occupancy policy
- ☐ PHA briefing seminars or written materials
- ☐ Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- ☐ At an annual reexamination and lease renewal
- X Any time family composition changes
- ☐ At family request for revision
- ☐ Other (list)

(6) Deconcentration and Income Mixing

a. ☐ Yes ☒ No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. ☐ Yes ☒ No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

☐ Adoption of site-based waiting lists

If selected, list targeted developments below:

☐ Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments

If selected, list targeted developments below:

☐ Employing new admission preferences at targeted developments

If selected, list targeted developments below:

☐ Other (list policies and developments targeted below)

d. ☐ Yes ☐ No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

☐ Additional affirmative marketing

☐ Actions to improve the marketability of certain developments

☐ Adoption or adjustment of ceiling rents for certain developments

X Adoption of rent incentives to encourage deconcentration of poverty and income-mixing

☐ Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

X Not applicable: results of analysis did not indicate a need for such efforts

☐ List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

X Not applicable: results of analysis did not indicate a need for such efforts

☐ List (any applicable) developments below:

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.

Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

X Criminal or drug-related activity only to the extent required by law or regulation

☐ Criminal and drug-related activity, more extensively than required by law or regulation

☐ More general screening than criminal and drug-related activity (list factors below)

☐ Other (list below)

b. X Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. X Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. ☐ Yes X No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

☐ Criminal or drug-related activity

☐ Other (describe below)

(2) Waiting List Organization

- a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

- ☐ None
☐ Federal public housing
☐ Federal moderate rehabilitation
☐ Federal project-based certificate program
☐ Other federal or local program (list below)

- b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

- ☐ PHA main administrative office
☐ Other (list below)

(3) Search Time

- a. ☐ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

(4) Admissions Preferences

- a. Income targeting

- X Yes ☐ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

- b. Preferences

1. ☐ Yes ☐ No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- ☐ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☐ Victims of domestic violence
- ☐ Substandard housing
- ☐ Homelessness
- ☐ High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- X Working families and those unable to work because of age or disability
- X Veterans and veterans' families
- X Residents who live and/or work in your jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

Date and Time

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- ☐ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans' families
- ☐ Residents who live and/or work in your jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)

- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- ☐ Date and time of application
- ☐ Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for “residents who live and/or work in the jurisdiction” (select one)

- ☐ This preference has previously been reviewed and approved by HUD
- ☐ The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- ☐ The PHA applies preferences within income tiers
- ☐ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- ☐ The Section 8 Administrative Plan
- ☐ Briefing sessions and written materials
- ☐ Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- ☐ Through published notices
- ☐ Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

The GCHA has included with its plans the following policies for HUD's approval:

Admissions, Occupancy & Rental Policy
Deconcentration Policy
Pet Policy
Rent determination
Ceiling Rents
Minimum Rents
One Strike and Your Out Policy

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

- ☐ The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- x The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- ☐ \$0
☐ \$1-\$25

X \$26-\$50

2. X Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:
Policy attached

c. Rents set at less than 30% than adjusted income

1. ☐ Yes x No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

X For the earned income of a previously unemployed household member

☐ For increases in earned income

☐ Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

☐ Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

☐ For household heads

☐ For other family members

☐ For transportation expenses

☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families

☐ Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income)
(select one)

- ☒ Yes for all developments
☐ Yes but only for some developments
☐ No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

- ☒ For all developments
☐ For all general occupancy developments (not elderly or disabled or elderly only)
☐ For specified general occupancy developments
☐ For certain parts of developments; e.g., the high-rise portion
☐ For certain size units; e.g., larger bedroom sizes
☐ Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- ☒ Market comparability study
☐ Fair market rents (FMR)
☐ 95th percentile rents
☐ 75 percent of operating costs
☐ 100 percent of operating costs for general occupancy (family) developments
☐ Operating costs plus debt service
☐ The "rental value" of the unit
☐ Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- ☐ Never
☐ At family option
☒ Any time the family experiences an income increase
☐ Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
☐ Other (list below)

- g. X Yes ☐ No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- ☐ The section 8 rent reasonableness study of comparable housing
X Survey of rents listed in local newspaper
☐ Survey of similar unassisted units in the neighborhood
☐ Other (list/describe below)

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies.

- a. What is the PHA's payment standard? (select the category that best describes your standard)

- ☐ At or above 90% but below 100% of FMR
☐ 100% of FMR
☐ Above 100% but at or below 110% of FMR
☐ Above 110% of FMR (if HUD approved; describe circumstances below)

- b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- ☐ FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
☐ The PHA has chosen to serve additional families by lowering the payment standard
☐ Reflects market or submarket

☐ Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- ☐ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- ☐ Reflects market or submarket
- ☐ To increase housing options for families
- ☐ Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- ☐ Annually
- ☐ Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- ☐ Success rates of assisted families
- ☐ Rent burdens of assisted families
- ☐ Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

- ☐ \$0
- ☐ \$1-\$25
- X \$26-\$50

b. X Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

- ☐ An organization chart showing the PHA's management structure and organization is attached.
- ☐ A brief description of the management structure and organization of the PHA follows:
Board of Commissions (7 members)
Management Agent
Administrator
Maintenance Superintendent
Asst. Superintendent
Janitor

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	160	10
Section 8 Vouchers	Na	Na
Section 8 Certificates	Na	Na
Section 8 Mod Rehab	Na	Na
Special Purpose Section 8 Certificates/Vouchers (list individually)	Na	Na
Public Housing Drug Elimination Program (PHDEP)	Na	Na
Other Federal Programs(list individually)		

C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

(1) Public Housing Maintenance and Management: (list below)
Attached

(2) Section 8 Management: (list below)

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

Attached

A. Public Housing

1. ☐ Yes ☐ No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)
- ☐ PHA main administrative office
 - ☐ PHA development management offices
 - ☐ Other (list below)

B. Section 8 Tenant-Based Assistance

1. ☐ Yes ☐ No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)
- ☐ PHA main administrative office
- ☐ Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

Attached

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

Na

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Attached

Select one:

- ☐ The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

- ☐ The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

- a. ☐ Yes ☐ No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

- X The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name

-or-

- ☐ The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

- ☐ Yes X No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:

2. Development (project) number:

3. Status of grant: (select the statement that best describes the current status)

- ☐ Revitalization Plan under development
☐ Revitalization Plan submitted, pending approval
☐ Revitalization Plan approved
☐ Activities pursuant to an approved Revitalization Plan underway

☐ Yes ☒ No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name/s below:

☐ Yes ☒ No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
If yes, list developments or activities below:

☐ Yes ☒ No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
If yes, list developments or activities below:

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. ☐ Yes ☐ No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

2. Activity Description

☐ Yes ☐ No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

Demolition/Disposition Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. Activity type: Demolition <input type="checkbox"/> Disposition <input type="checkbox"/>	
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: (DD/MM/YY)	
5. Number of units affected:	
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development	
7. Timeline for activity: a. Actual or projected start date of activity: b. Projected end date of activity:	

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. ☐ Yes ☐ No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. Designation type:	<p>Occupancy by only the elderly <input type="checkbox"/></p> <p>Occupancy by families with disabilities <input type="checkbox"/></p> <p>Occupancy by only elderly families and families with disabilities <input type="checkbox"/></p>
3. Application status (select one)	<p>Approved; included in the PHA’s Designation Plan <input type="checkbox"/></p> <p>Submitted, pending approval <input type="checkbox"/></p> <p>Planned application <input type="checkbox"/></p>
4. Date this designation approved, submitted, or planned for submission:	(DD/MM/YY)
5. If approved, will this designation constitute a (select one)	<p><input type="checkbox"/> New Designation Plan</p> <p><input type="checkbox"/> Revision of a previously-approved Designation Plan?</p>
6. Number of units affected:	
7. Coverage of action (select one)	<p><input type="checkbox"/> Part of the development</p> <p><input type="checkbox"/> Total development</p>

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. ☐ Yes ☐ No: Have any of the PHA’s developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If “No”, skip to component 11; if “yes”, complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 11. If “No”, complete the Activity Description table below.

Conversion of Public Housing Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. What is the status of the required assessment?	<input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)	
4. Status of Conversion Plan (select the statement that best describes the current status)	<input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)	<input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved:) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

The GCHA has initiated a Home Ownership Program with a local agency.
The target start date is 6/00.

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. ☐ Yes ☐ No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

- ☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: 1b. Development (project) number:
2. Federal Program authority: <input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)

3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)
5. Number of units affected: 6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

B. Section 8 Tenant Based Assistance

1. ☐ Yes ☐ No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to component 12; if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Program

- ☐ Yes ☐ No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- ☐ 25 or fewer participants
☐ 26 - 50 participants
☐ 51 to 100 participants
☐ more than 100 participants

b. PHA-established eligibility criteria

- ☐ Yes ☐ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria? If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

☐ Yes ☐ No: Has the PHA entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? DD/MM/YY

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- ☐ Client referrals
- ☐ Information sharing regarding mutual clients (for rent determinations and otherwise)
- ☐ Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
- ☐ Jointly administer programs
- ☐ Partner to administer a HUD Welfare-to-Work voucher program
- ☐ Joint administration of other demonstration program
- ☐ Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas?

(select all that apply)

- ☐ Public housing rent determination policies
- ☐ Public housing admissions policies
- ☐ Section 8 admissions policies
- ☐ Preference in admission to section 8 for certain public housing families
- ☐ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- ☐ Preference/eligibility for public housing homeownership option participation
- ☐ Preference/eligibility for section 8 homeownership option participation
- ☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

☐ Yes ☐ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation

Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing		
Section 8		

- b. ☐ Yes ☐ No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)
- ☐ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
 - ☐ Informing residents of new policy on admission and reexamination
 - ☐ Actively notifying residents of new policy at times in addition to admission and reexamination.
 - ☐ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
 - ☐ Establishing a protocol for exchange of information with all appropriate TANF agencies
 - ☐ Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- ☐ High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- ☐ High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- ☐ Residents fearful for their safety and/or the safety of their children
- ☐ Observed lower-level crime, vandalism and/or graffiti
- ☐ People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- ☐ Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- ☐ Safety and security survey of residents
- ☐ Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- ☐ Analysis of cost trends over time for repair of vandalism and removal of graffiti
- ☐ Resident reports
- ☐ PHA employee reports
- ☐ Police reports
- ☐ Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- ☐ Other (describe below)

3. Which developments are most affected? (list below)

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- ☐ Contracting with outside and/or resident organizations for the provision of crime-and/or drug-prevention activities
- ☐ Crime Prevention Through Environmental Design
- ☐ Activities targeted to at-risk youth, adults, or seniors
- ☐ Volunteer Resident Patrol/Block Watchers Program
- ☐ Other (describe below)

2. Which developments are most affected? (list below)

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- ☐ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- ☐ Police provide crime data to housing authority staff for analysis and action
- ☐ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- ☐ Police regularly testify in and otherwise support eviction cases
- ☐ Police regularly meet with the PHA management and residents
- ☐ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- ☐ Other activities (list below)

2. Which developments are most affected? (list below)

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- ☐ Yes ☐ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- ☐ Yes ☐ No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?
- ☐ Yes ☐ No: This PHDEP Plan is an Attachment. (Attachment Filename: ____)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

Attached

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]
Attached

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. X Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?
(If no, skip to component 17.)
2. X Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
3. ☐ Yes X No: Were there any findings as the result of that audit?
4. ☐ Yes ☐ No: If there were any findings, do any remain unresolved?
If yes, how many unresolved findings remain?_____
5. ☐ Yes ☐ No: Have responses to any unresolved findings been submitted to HUD?
If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component.
High performing and small PHAs are not required to complete this component.

1. ☐ Yes ☐ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
 - ☐ Not applicable
 - ☐ Private management
 - ☐ Development-based accounting
 - ☐ Comprehensive stock assessment

☐ Other: (list below)

3. ☐ Yes ☐ No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. ☐ Yes X No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

☐ Attached at Attachment (File name)

☐ Provided below:

3. In what manner did the PHA address those comments? (select all that apply)

☐ Considered comments, but determined that no changes to the PHA Plan were necessary.

☐ The PHA changed portions of the PHA Plan in response to comments
List changes below:

☐ Other: (list below)

B. Description of Election process for Residents on the PHA Board

1. X Yes ☐ No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

2. ☐ Yes ☐ No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot: (select all that apply)

☐ Candidates were nominated by resident and assisted family organizations

- ☐ Candidates could be nominated by any adult recipient of PHA assistance
- ☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
- ☐ Other: (describe)

b. Eligible candidates: (select one)

- ☐ Any recipient of PHA assistance
- ☐ Any head of household receiving PHA assistance
- ☐ Any adult recipient of PHA assistance
- ☐ Any adult member of a resident or assisted family organization
- ☐ Other (list)

c. Eligible voters: (select all that apply)

- ☐ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- ☐ Representatives of all PHA resident and assisted family organizations
- ☐ Other (list)

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (Camden county)
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)
 - X The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
 - ☐ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.

- ☐ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- X Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
- ☐ Other: (list below)

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

Attachments

Use this section to provide any additional attachments referenced in the Plans.

PHA Plan Table Library

Component 7 Capital Fund Program Annual Statement Parts I, II, and II

Annual Statement

Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number FFY of Grant Approval: (MM/YYYY)

☐ Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	
3	1408 Management Improvements	3658.
4	1410 Administration	
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	160.
8	1440 Site Acquisition	
9	1450 Site Improvement	
10	1460 Dwelling Structures	118,104.
11	1465.1 Dwelling Equipment-Nonexpendable	
12	1470 Nondwelling Structures	
13	1475 Nondwelling Equipment	
14	1485 Demolition	
15	1490 Replacement Reserve	
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	
18	1498 Mod Used for Development	
19	1502 Contingency	
20	Amount of Annual Grant (Sum of lines 2-19)	121,922.
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	
23	Amount of line 20 Related to Security	
24	Amount of line 20 Related to Energy Conservation Measures	

Annual Statement

Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
NJ39P218001	Exterior Caulking	001	\$43,660.
	Fire Alarm System	001	\$16,744.
	Kitchen Cabinet Replacements	001	\$55,000.
	Administrative Expense	001	\$3,658.
	Advertising	001	\$
			160.

Annual Statement

Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)
001	9/30	12/2000

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
NJ39P218001	Gloucester City HA	0	0	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Total estimated cost over next 5 years				

Optional Public Housing Asset Management Table

See Technical Guidance for instructions on the use of this table, including information to be provided.

Public Housing Asset Management								
Development Identification		Activity Description						
Name, Number, and Location	Number and Type of units	Capital Fund Program Parts II and III <i>Component 7a</i>	Development Activities <i>Component 7b</i>	Demolition / disposition <i>Component 8</i>	Designated housing <i>Component 9</i>	Conversion <i>Component 10</i>	Home-ownership <i>Component 11a</i>	Other (describe) <i>Component 17</i>
<i>001</i>	<i>30-1 bdrm</i>	<i>Kitchen Cabinets</i>						

CONSOLIDATED PLAN CERTIFICATION

I, Kathy Gorman, do hereby that I have reviewed the Gloucester City Housing Authority Annual Plan and have determined that the plan is consistent with the Consolidated Plan of Camden County in the following manner:

Housing Needs
Conditions
Financial needs
Assisted housing needs
Fair Housing
Community needs

I have also reviewed the Authority's Five-Year Plan and have determined that it is also consistent with the Consolidated Plan.

Date: 5/1/00

Representative

*Original sent to HUD

CIVIL RIGHTS CERTIFICATION

The GCHA certifies that it will carry out its plan in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4). The Fair Housing Act (42 U.S.C. 3601-19), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and title II of the Americans with disabilities act of 1990 (42 U.S.C. 12101 et seq.) and also certifies that it will affirmatively further fair housing.

The Housing Authority proposes to assure compliance with this certification by systematically reviewing all policies and procedures and identifying any and all impediments to fair housing choice within its programs. If any are uncovered, the Authority will address those impediments in a reasonable fashion in view of the resources available, and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement. The Authority will maintain records reflecting these analyses and actions when required.

HA Signature

PHA Seal

Date: _____

Note: original sent to HUD

STATEMENT OF HOUSING NEEDS

The Gloucester City Housing Authority was an active participant in the development of the Camden County Comprehensive Housing Assistance Strategy.

Note:

NON-ELDERLY & ELDERLY HOUSING NEEDS

This Gloucester City Housing Authority has determined that the housing needs for low-income and very-low income families (including elderly families and families with disabilities) in the municipality and on the GCHA waiting list for public housing is as follows:

Non-Elderly Families

	1 Bdrm	2 Bdrms	3 Bdrms
30% of medium income			4
Low Income			8
Very low income			3

Elderly Families

30% of medium income	15
Low income	43
Very low income	33

U.S. Department of Housing and Urban Development
Office of Community Planning and Development



CITIZEN'S SUMMARY

Camden County, New Jersey, is part of the Greater Philadelphia Metropolitan Statistical Area. It is an established urban county with strong economic and social ties to Philadelphia.

Action Plan

Camden County, an urban county entitlement (consisting of 29 municipalities), joined with two other entitlement communities, Gloucester and Essex Townships, to form a HOME Consortium. In 1995 the county will implement its Consolidated Plan using \$3 million in Community Development Block Grant (CDBG) program funds, \$983,000 in HOME Investment Partnership (HOME) program funds, \$105,000 in Emergency Shelter Grant (ESG) program funds, and \$200,000 in program income.

Citizen Participation

A public hearing was held at the beginning of the Consolidated Planning Process, and the county also solicited input from local social service agencies that provide housing or other assistance to low- and moderate-income persons. The county then developed its Consolidated Plan based on this input.

COMMUNITY PROFILE

Camden County has 152,286 households. Between 1980 and 1990, the number of persons aged 65 and older increased from 10 percent of the population to 12 percent. During that same period, the number of people aged 21 to 44 also increased. Of the county's households, 33 percent are considered to be low- or moderate-income, earning less than 80 percent of the median family income (MFI). Minorities account for about 13 percent of the overall population.

HOUSING AND COMMUNITY DEVELOPMENT NEEDS

Housing Needs

Of the 12,241 extremely low-income (0-30 percent of MFI) households in the county, 75 percent of

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ADMISSION, OCCUPANCY AND RENTAL POLICY

1.0 INTRODUCTION/PURPOSE

1.1 Purpose of Policy

The purpose of this document is to explain the policies, rules and procedures of the Gloucester City Housing Authority, as they relate to the admission of and continued occupancy of residents in public housing. It will also state the rules and procedures employed to calculate rent. This policy complies with the principles in Section 206 of the Housing and Community Development Amendments of 1979, Section 203 of the Housing and Urban Rural Recovery Act of 1983 and the Quality Housing and Work Responsibility Act of 1998.

Whereas it is the policy of the Gloucester City Housing Authority to fulfill the stipulations expressed in the U.S. Housing Act of 1937 and all subsequent amendments thereto as enacted by the Housing and Community Development Acts in the operation of all low-income public housing under its administration, and whereas it is the commitment of the city of Gloucester, the Gloucester City housing authority finds it necessary to delineate the admission, continued occupancy and rental policies and practices, and set priorities so as to accomplish its commitment to provide decent, safe and sanitary housing to eligible applicants, and residents in occupancy. It is pursuant to this goal that the Authority establishes the following criteria pertinent to eligibility for admission to its low-income housing developments under its jurisdiction, as well as rules and regulations to determine the calculation of rents. Notwithstanding the above, changes in applicable federal law or regulations as per 24 CFR Part 900 shall supercede provisions in conflict with this policy.

1.2 Fair Housing Policy

In establishing these criteria, the Authority has complied with all regulations of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the HUD regulations of May 21, 1984, requirements as outlined in the Public Housing Occupancy Handbook, 7465.1 Rev. dated 10/78 and HUD regulations of May 12, 1988 as outlined in notice PIH 88-16, 7465.1 Rev-2. In an effort to provide a decent home and a suitable living environment which fosters economic and social mobility in the tenant body as a whole, the Authority hereby adopts policies and procedures which embody standards and criteria for tenant selection that takes into consideration the needs of individual families for low-income housing, as well as the statutory purpose in developing and operating socially and financially sound low-income housing developments.

These policies and procedures have been so designed as to avoid concentration of the most economically deprived families in any one of the Gloucester City HA's low-income housing sites, and preclude admission of applicants whose habits and practices may have a detrimental effect on the health, safety and welfare of the residents. It is the goal of the Authority to attain a stable tenant body comprised of families with a broad range of incomes.

These policies and procedures have been designed in such a way as not to deny admission to any particular group or category or otherwise eligible applicants. They assure the objective and reasonable selection among eligible applicants and are consistent with the Authority's responsibilities as a public body. Finally, they comply with state, local and federal laws and regulations as well as the provisions of the Annual Contributions Contract governing the flow of funds between HUD and the Housing Authority.

1.3 Affirmative Marketing

In the hopes of reaching a broad spectrum of potential applicants, the Gloucester City HA will affirmatively market its public and assisted housing to the widest audience practicable. Information concerning the public and assisted housing programs shall be disseminated through the local media on a regular basis. This dissemination of information may take the form of press releases or advertisements. The GCHA shall assure minority participation by disseminating information in local and area-wide minority publications. The GCHA may meet with minority organizations to discuss their programs. In all instances the GCHA shall take steps to provide opportunities to households which due to other factors such as race, religion, ethnicity, sex of head of household, age, disability or source of income would be less likely to apply for public and/ or assisted housing. The GCHA shall be in compliance with the Local Housing Plan of any local, county or state Comprehensive Housing Affordability Strategy (CHAS) pursuant to Section 24 CFR, Part 91, and the CHAS shall have the housing authorities plans incorporated within.

2.0 ADMISSIONS POLICY

2.1 Criteria for Admission

In compliance with its statement of purpose and objectives, and in adherence to its policy of achieving a socially and economically viable tenant body, this Authority, through its tenant selection process, has determined that it will accept for admission to its public housing developments only applicants who at the time of application meet all of the following requirements: (note that procedures for the implementation of these criteria are discussed in Section 2.4 and criteria for denial of admission are discussed in Section 3.0 below).

- 2.1.1** Have demonstrated satisfactorily by past performance the ability to pay such monthly rent as would be determined according to the Authority's rent policy.
- 2.1.2** Have demonstrated through acceptable references the ability to conduct themselves in a manner that will not impair the environment and/or security of other tenants residing in the development.
- 2.1.3** Have demonstrated by past performance and behavior that family members are likely to obey all rules and regulations as embodied in the tenant's lease, as well as the rules and regulations embodied herein.
- 2.1.4** Have demonstrated by past behavior that family members will take affirmative action to maintain both the apartment they are seeking to lease as well as the

common area of the development in which the apartment is located in a safe, healthy and sanitary condition.

- 2.1.5** In the event, however, that in the course of soliciting relevant information that will help determine the suitability and eligibility of any individual applicant as a potential public housing resident, any unfavorable information is received with respect to the applicant, the Authority shall consider such factors as might indicate a reasonable probability of favorable future conduct or financial prospects such as 1) evidence of rehabilitation or 2) evidence of participation in or willingness to participate in social service or other appropriate counseling service programs offered by the community at large.

However, the above criteria **will not** be employed to deny admission to potential residents on the basis of race, creed, color, national origin, marital status, and other factors enumerated in Title VI of the Civil Rights Act of 1968.

While the Housing Authority envisions itself as being responsive to the community's needs for low-income housing, it cannot accommodate all emergency cases because of limited resources and its obligation to adhere to the standards set forth herein. However, its tenant selection process will aim at achieving these objectives by adhering to the criteria established herein.

- 2.1.6** Verification Requirements. The following items of information are subject to verification by the Authority to determine eligibility and rent:

a) Income. The Authority will use the following to verify income:

- (1) Third party verification through an employer or public agency.
- (2) Review documentation provided by the family such as benefit checks, income tax returns, etc.
- (3) Verification of public assistance from the governmental entity supplying it.

All copies of such information shall be kept in the applicant's file.

b) Assets. The Authority will review all savings and checking account bankbooks, newspaper stock quotations; local government assessed property values, tax returns, etc. The applicant will also be responsible for completing an "Asset Disposition" Form.

c) Family Size and Composition. The Authority will rely on the declaration of the applicants related to family size, composition and the relationship among the family members.

d) Age of Family Members. The Authority will request that birth certificates be provided to verify age.

e) Marriage Certificate. If a marriage certificate is not available the following information is acceptable:

- (1) Drivers license that displays the same address and last names.
- (2) Federal tax forms that indicate that the family filed taxes as a married couple during the last tax reporting period.
- (3) Other acceptable forms of documentation of marriage would include any document that has been issued by a federal, state, or local government and indicates that the individuals are living as a married couple. Couples that are living under common law can provide the same information as listed above to document that they are living together.
- (4) The couple must also certify on their application for admissions that they are married.

f) Separation or Divorce. If an applicant is divorced or separated and has a child or children by that spouse the applicant must provide one of the following verifications:

- (1) A Final divorce decree. (Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced.
- (2) Receiving court-ordered child support from former spouse.
- (3) Verification that applicant is pursuing child support through the courts or probation department.
- (4) If applicant is receiving personal child support, then applicant can make arrangements to have the child support paid through the court system, usually the probation department.
- (5) Receipt of TANF (Temporary Assistance to Needy Families) through the municipal or county Department of Human Services for former spouse's children.
- (6) Income tax statement from both the husband and wife showing that they each filed separately.
- (7) A written statement from an attorney certifying that a suit for divorce has been filed.
- (8) A written statement from an abuse shelter, law enforcement agency, social service agency that the applicant needs housing due to physical abuse.

g) Displacement Status. The Authority will verify the applicant's displacement status by contacting the municipal office responsible for this action.

h) Unemployment Compensation or Veterans benefits.

i) Non-Economic Selection Criteria. The Authority will make use of credit checks. Home visits by Authority's staff, court and police records, and references of prior landlords to obtain this information.

j) Handicap or Disability. A physician's certificate verifying the handicap or disability may be required. In addition, verification by a clinic, hospital, welfare agency, the Social Security Administration, vocational rehabilitation agencies, and similar sources will be acceptable.

k) Social Security Numbers. The Authority will require Social Security numbers for each family member. If the Applicant cannot provide his/her social security number, other documents listed below **showing the social security number** may be used for verification. They may be used only until a valid social security card can be provided. these additional documents are as follows:

- (1) Driver's license that shows the social security number.
- (2) Identification card issues by a federal, state or local agency.
- (3) Identification card issued by an employer or trade union.
- (4) Identification card issued by a medical insurance company.
- (5) Earnings statements or payroll stubs.
- (6) Bank statements
- (7) IRS Form 1099 or W-2 form.
- (8) Benefit award letters from government agencies.
- (9) Medicaid Cards
- (10) Unemployment benefit letter.
- (11) Retirement benefit letter.
- (12) Life insurance policies.

- (13) Court records such as real estate, tax notices, marriage and divorce judgement or bankruptcy records.
- (14) Verification of social security benefits with the Social Security Administration.

If the GCHA verifies social security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity.

- d) Eligible Citizenship Status. The Authority requires verification of eligible citizenship status in the form of birth certificates, passports, permanent residency cards, etc.

All information obtained from the applicant concerning eligibility will be verified when a suitable dwelling is expected to be available.

2.1.7 Confidentiality - All records concerning an applicant or Tenant are strictly confidential.

- a) All applicants applying for public and/ or assisted housing shall complete and execute a Federal Privacy statement that states under what conditions HUD will release Tenant information. Requests for information concerning a specific Tenant must be in writing and accompanied by a signed release request before the GCHA will release any information.
- b) All applicants applying for public and/ or assisted housing shall complete and execute release for information form. This form will enable the GCHA to obtain information regarding the applicant. Such information will be used solely in determining eligibility and suitability for admission.

2.2 Specific Standards of Eligibility

2.2.1 Eligibility for Admission. Applicants to be admitted into the Authority's low-income housing must satisfy all of the following additional requirements:

- a) Qualify as a family as defined in Section 14.0.
- b) Have a total family income, less enumerated deductions, which cannot exceed the maximum income limits for admission as set forth in Exhibit A.
- c) Agree to complete an orientation program prior to occupancy. This program will be arranged pending the Authority's financial capability to do so, and its ability to provide the necessary staff for such a program.

2.2.2 Preference in Selection of Tenants. In selecting applicants for assistance in public housing, Gloucester City residents will be given preference at all times. In addition a preference will be given to working families. A resident is defined as follows:

- a) An applicant who resides in Gloucester City at the time they submit their application.
- b) An applicant who is working in Gloucester City.
- c) A senior citizen who is the parent of a Gloucester City resident who has lived in the municipality for at least two years.

No requirement or preference may be based upon the identity or location of the housing that is occupied by the applicant, nor upon the length of time the applicant has resided in Gloucester City.

When an applicant who was a non-resident becomes a resident, the previous application will be placed at the end of the resident waiting list as of the date they present verification of residency.

Any Gloucester City resident who is on the waiting list and subsequently moves out of Gloucester will maintain their position on the waiting list.

2.3 Continued Occupancy Limits

The Housing and Community Development Act of 1974 completely eliminated the concept of continued occupancy income limits for public housing residents.

In addition, the Authority as per Exhibit H has adopted ceiling rental limits. However, if it is determined that a family's income is in excess of the income limits set for new admissions, the Authority will determine whether the family is a family of low-income in accordance with its standards and criteria for continued occupancy. If the Authority determines that the family is not a low-income

family, the Authority, as provided in 24CFR Section 860.6, will not commence eviction proceedings or refuse to renew a lease based upon the income of the tenant family unless it has identified for possible rental by the family a unit of decent, safe and sanitary housing of suitable size available at a rent not exceeding 30% of adjusted income as defined by this policy.

2.4 Related Procedures - Process of Applying for Admission

In order to insure that very low-income families are not discriminated against, it shall be the policy of this Authority to admit not less than 40% of all families with incomes at or below 30% of the area median income in accordance with the Income Targeting provisions of the Quality Housing and Work Responsibility Act of 1998.

The Authority shall obtain a written application signed by a responsible adult member of the family. This application shall set forth all data and information necessary to enable the Authority to determine whether or not the family meets the conditions for admission or continued occupancy.

All applications received shall be dated and maintained in the central office by the tenant selection staff. Each application shall be assigned an appropriate place on a community-wide basis in sequence based upon date the application is received, suitable type and size of unit and factors affecting preference or priority established by the Authority, not inconsistent with the objectives of Title III of the Civil Rights Act of 1964 and the HUD regulations and requirements pursuant thereof.

Eligible families on the waiting list must contact the Authority immediately if any change in family composition, income or factors affecting preference should occur.

Suitable vacancies arising at a given time at any location shall be offered to the eligible applicant first in sequence at such time. If the applicant offered the available apartment refuses, they will be given another choice if one exists. If

another unit is not available, then the applicant will be given a second offer as soon as one becomes available. If the applicant rejects the second offer, they will be moved to the bottom of the eligible applicant list.

However, if an applicant presents to the satisfaction of the Authority clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, or national origin, such as inaccessibility to source of employment, children's day care and the like, refusal of such an offer shall not be counted as one of the two allowable refusals permitted an applicant before placing their name at the bottom of the eligible list.

In addition, any and all forms requiring signature of applicants or tenants that involve contract of stipulations regarding admission and occupancy shall be read and explained to the tenant or applicant prior to signing. If economically feasible, all above listed documents shall be available in Spanish on request and/or self-evident need. In any event, the Authority shall supply an applicant who does not read or write the English language with a translator if this is economically feasible.

Management shall develop reasonable procedures for the screening and acceptance of applicants referred from external social service agencies. If tenants are involved in such screening procedures, they shall not receive rent reductions in return for their participation.

The applicant will be required to sign a release allowing the authority to request a copy of a police report from the New Jersey State Police and the Federal Bureau of Investigation if required. In addition, the applicant, if required, will provide fingerprints to the police department for submission to the FBI for check through the National Crime Information Center.

The Authority shall promptly notify any applicant (as per Section 2.6) determined to be ineligible for admission (as per Section 3.0), the basis for such determination and shall provide the applicant, upon request, within a reasonable time after the determination is made, with an opportunity for an informal hearing on said determination.

When a determination has been made as to the eligibility and satisfaction of all requirements for admission including the tenant selection criteria, the applicant will be notified of the approximate date of occupancy.

The Housing Authority, working in conjunction with social service organizations, the Gloucester City government and its various departments, shall commit itself to the development/provision of quality residences in public housing that will attract qualified new tenants, retaining tenants who adhere to standards embodied herein.

Individuals who have a physical impairment, which would prevent them from completing an application in person, may call the Authority to make special arrangement to complete their application. A telecommunications device for the deaf (TDD) is available for the deaf. If the applicant is visually impaired all notices must be in a format understandable by the applicant.

The Authority may from time to time close its waiting list by suspending the acceptance of any new applications for assistance. The Authority will make it known to the general public through the publication in the media of the fact that applications are being suspended. When the Authority determines it is in their best interest to open the waiting list and begin accepting applications again they will publish in the news media an advertisement stating that applications are available.

The advertisement shall contain the following:

- The HA will publish the date applications will be accepted and the location where applications can be completed. If the HA anticipates suspending the taking of applications after a period of time, the date of acceptance and closing of applications must be published.
- Advise families that applications will be taken at the designated office;
- Briefly describe the Public Housing program; and

- State that applicants for Public Housing must specifically apply for the Public Housing Units and that applicants for Public Housing may also apply for to the Section 8 Program, if applicable, and they will not lose their place on the Public Housing waiting list if they also apply for Section 8 assistance. For this to be applicable the HA must have a Section 8 Program and be accepting applications for Section 8 assistance.
- To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

2.5 Non Compliance with Housing Authority Schedule of Appointments and Submission of Documents

An applicant must adhere to all schedules established by the housing authority to review eligibility. An applicant who fails to keep an appointment without notifying the HA and without re-scheduling the appointment shall be sent a notice of termination of the process for failure to supply such certification, release of information or documentation as the HA or HUD determines to be necessary (or failure to allow the HA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

- Complete Application
- Bringing in Verification Information
- Briefing prior to Occupancy
- Leasing Signature
- Inspections
- Recertification
- Interim Adjustment
- Other Appointments or Requirements to Bring in Documentation as Listed in this Plan
- Scheduled Counseling Sessions
- Move-In appointments

Process When Appointment(s) Are Missed: - For most of the functions above, the family may be given two appointments.

If the family does not appear or call to reschedule the appointment(s) required, the HA may begin termination procedures. The applicant or tenant will be given an opportunity for an informal meeting or hearing, as appropriate pursuant to the grievance process. **Only tenants are afforded a grievance. The grievance procedures do not apply to applicants.**

If the representative of the HA and/or Hearing Officer makes a determination in favor of the applicant/tenant, the HA will comply with decision unless the applicable provisions of the Grievance Procedure is applicable to the hearing officers decision.

Letters Mailed to Applicants by the HA: - If an applicant claims they did not receive a letter sent by the Authority which requested information from the applicant or to have them attend an interview, the HA will determine whether the letter was returned to the HA. **If the letter was not returned to the HA, the applicant will be assumed to have received the letter.**

If the letter was returned to the HA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify the HA, in writing, if their address changes during the application process.

2.6 Notification of Applicants

The Authority will promptly notify all applicants as to their eligibility or ineligibility as follows:

- 2.6.1** An eligible applicant will be notified of the approximate date of occupancy insofar as that date can be reasonably determined. If an approximate date cannot be determined, the Authority will inform the applicant of their status on the waiting list and its length.

2.6.2 An ineligible applicant will be notified of the basis for the determination and will be provided upon a written request within ten (10) days after the determination with an opportunity for an informal meeting. The authority will hold this informal meeting within ten (10) days of the request. The person designated by the authority to conduct the informal meeting shall be an impartial person appointed by the authority other than the person who made the initial determination under review. The meeting shall be conducted in accordance with applicable HUD and housing authority rules. The hearing officer shall return a decision within ten (10) days of the meeting. The housing authority's grievance procedure applies only to residents. It does **not apply** to applicants.

2.6.3 The Authority will maintain all applicants' records indicating the final action taken, including applications that have been determined inactive.

2.7 Deconcentration

Section 513 of the Quality Housing and Work Responsibility Act of 1998 makes several amendments to Section 16 with respect to deconcentration of poverty and income targeting. The housing authority will make every effort to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects whenever possible.

The housing authority may offer incentives to eligible families that would help accomplish this goal. In addition, skipping of a family on the waiting list specifically to reach another family with a lower or higher income will be done as required to meet this goal.

The housing authority will try to maintain a balanced income mix on all of its scattered sites. Replacing vacancies from the same or similar income levels will maintain this mix.

The housing authority will establish a working family preference, will continue to affirmatively market units and provide rent incentives as permitted by the QHWRA.

2.8 Misrepresentation by the Applicant or Tenant

If an applicant or tenant is found to have made willful misrepresentations at any time which resulted in the applicant or tenant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the lease and/or application will be terminated because of the misrepresentation by the applicant/tenant. If such misrepresentation resulted in tenant paying a lower rent than was appropriate, tenant shall be required to pay the difference between the actual payments and the amount, which should have been paid. In justifiable instances, the HA may take such other actions as it deems appropriate, including referring the tenant to the proper authorities for possible criminal prosecution.

3.0 CRITERIA FOR DENIAL OF ADMISSION

Public housing residency is a privilege and not a right. In order to preserve the housing authority's interests and the integrity of the program, the GCHA may deny admission to an applicant for the following:

- 3.1** Have demonstrated unsatisfactorily by past performance the ability to pay such monthly rent as would be determined according to the Authority's rent policy.
- 3.2** Have demonstrated through unacceptable references the ability to conduct themselves in a manner that will not impair the environment and/or security of other tenants residing in the development.
- 3.3** Have demonstrated by past performance and behavior that family members are unlikely to obey all rules and regulations as embodied in the tenant's lease, as well as the rules and regulations embodied herein.
- 3.4** Have demonstrated by past behavior that family members will not maintain both the apartment they are seeking to lease as well as the common area of the

development in which the apartment is located in a safe, healthy and sanitary condition.

- 3.5** The housing authority will not assist a family if they owe rent; other amounts or have judgements to any housing authority or any other federal subsidized housing program.
- 3.6** The housing authority will not assist a family if they have previously vacated a public or assisted housing unit in violation of the terms of their lease.
- 3.7** Have been previously evicted from public housing.
- 3.8** Have committed acts that would constitute fraud in connection with any federal housing program.
- 3.9** Did not provide information required within the specified timeframe as outline in Section 2.5 above.
- 3.10** Has been convicted of a drug-related criminal offense or violent criminal activity. The GCHA shall deny admission to a family that contains a member of the household who is subject to the lifetime registration for sex offenders.
- 3.11** If the authority determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other Tenants. The authority **may** waive this requirement if:
 - 3.11.1** The person demonstrates to the authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - 3.11.2** Has successfully completed a supervised drug or alcohol rehabilitation program;
 - 3.11.3** Has otherwise been rehabilitated successfully; or

3.11.4 Is participating in a supervised drug or alcohol rehabilitation program.

3.12 Has a history of criminal activity involving crimes of physical violence to persons or property and other criminal activities that may adversely affect the health, safety and welfare of other Tenant.

3.13 Intentional misrepresentation of verification information as outlined in Section 2.8 above.

3.14 Section 2.4. If this information is used to deny admission the authority will provide a copy of the information used in its determination in accordance with the Criminal Records Management Policy.

This list is not to be construed as totally inclusive, and there may be circumstances not listed which may be used for denial of admission if the authority determines that to admit the household or member thereof would have a detrimental affect on the health, safety or right to peaceful enjoyment of the premises by other Tenants.

3.15 Limited Periods of Denial of Admissions

If an applicant is denied admission, it **may** be determined by the authority to only be a limited denial. These timeframes are only a guideline, and may be extended if the authority deems it is in the best interest of the authority and or the Tenants. The timeframe for these denials is as follows:

3.15.1 One Year Limited Denial:

- Bad credit history
- Bad housekeeping habits
- Bad landlord references
- Bad rent payment history
- Minor violation of lease
- Failure to provide adequate verifiable documentation
- Failure to provide documentation in the specified timeframe

3.15.2 Three Year Limited Denial:

- Eviction from public and or assisted housing because of drug-related criminal activity.
- Past behavior which may be a considered a threat to other Tenants

3.15.3 Five Year Limited Denial:

- Drug use without any evidence of rehabilitation.
- An arrest or conviction that indicates that the applicant may be a threat to other Tenants.
- Fraud or giving false information during the initial or any subsequent certifications to the housing authority.

3.15.4 Ten Year Limited Denial:

- Conviction of drug trafficking.

3.15.5 Lifetime Denial:

- Household with a member who is subject to a lifetime registration under the State's sex offender registration law.
- Applicant who has been convicted of manufacturing or producing illegal controlled substances on or around the premises of a housing authority.

4.0 RENT POLICY

The Total Tenant Payment (Rent) will be the greatest of:

- (a) 30% of family monthly adjusted income

- (b) 10% of family monthly gross income
- (c) Welfare assistance specifically designated for rent
- (d) \$50.00 minimum monthly rent

Applicable utility allowance shall be subtracted from the established gross rent. If the allowances for tenant supplied utilities applicable to the family exceeds computed rent, the family will receive a credit from the Authority of the difference.

4.1 Broad Range of Incomes Objective

To accomplish this objective the Authority shall:

- 4.1.1** Ascertain the distribution of income within the community based upon
the most recent census or other reliable data on family incomes;
- 4.1.2** Ascertain the distribution of incomes of families on the Authority's waiting list;
- 4.1.3** Ascertain the average operating costs of the project and the average rent required to meet such costs;
- 4.1.4** Ascertain the average rent which would be achieved based upon the incomes of low-income families in accordance with the distribution of incomes of all low-income families in the community's area of operation;
- 4.1.5** Ascertain the average rent which can be achieved based upon the incomes of the families on the waiting list;
- 4.1.6** Utilizing the above information, develop criteria, by preference or otherwise, that will be reasonably calculated to attain the basic objective. The criteria developed will be sufficiently flexible to assure administrative feasibility.

4.2 Rent Collection

Rents are due and owing in advance by the first of each month, payable at the Housing Authority offices. A late charge of \$30.00 will be imposed upon any tenant who fails to pay rent in full by the 5th day of the month. No partial payments will be accepted.

4.3 Security Deposits

All residents of low-income public housing units will be responsible for maintaining with the Housing Authority a security deposit equal to the total tenant payment or a \$100 minimum-security deposit. Security deposits will be held in an interest bearing account on behalf of the tenant. In accordance with New Jersey State law, interest generated on behalf of the tenant in their security deposit account shall be rolled over from year to year. The total security deposit, including all interest, shall be distributed to the resident upon vacating their unit. The security deposit and interest shall have deducted from it any costs for damages, utilities or other outstanding balances.

4.4 Minimum Rent Hardship Exemptions - As per Lease Section 4 (f)

Minimum Rent Hardship Exemptions: The GCHA shall grant an exemption from the minimum rent provision to any family making a request in accordance with HA policy in writing that is unable to pay that minimum payment because of financial hardship, which shall include:

- 4.4.1** The family has lost eligibility for, or is awaiting an edibility determination for a federal, state or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and naturalization act who would be entitled to public health benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
- 4.4.2** The family would be evicted as a result of the implementation of the minimum rent.
- 4.4.3** The income of the family has decreased because of changed circumstances, including loss of employment.

4.4.4 A death in the family has occurred which affects the family circumstances.

4.4.5 Other circumstances which may be decided by the GCHA on a case-by-case basis.

All of the above must be proven by the Tenant providing verifiable information in writing to the GCHA prior to the rent being delinquent and before the lease is terminated by the GCHA. If Tenant requests a hardship exemption under this section, and the GCHA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety-day period beginning upon the making of the formal request for the exemption. A Tenant may not be evicted during the ninety-day period for nonpayment of rent. In such a case, the Tenant thereafter demonstrates that the alleged hardship is of a long-term nature and not temporary, the GCHA shall retroactively exempt the Tenant from the minimum rent requirement for the ninety-day period past. This paragraph does not restrict nor prohibit the GCHA from taking legal action to evict the Tenant for other violations of the lease.

5.0 OCCUPANCY STANDARDS

The following standards will determine the number of bedrooms required to accommodate a family of a given size and will be adhered to in every instance where availability of units permits.

<u># Bedrooms</u>	<u>Minimum # Persons</u>	<u>Maximum # Persons</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

In the assignment of dwelling units, only persons of the opposite sex who are husband and wife, or where the Authority determines that a “stable relationship” exists, will be allowed to occupy the same bedroom. An exception to this policy will be any case where there are infants and children up to five years of age. In extraordinary cases these standards may be waived (e.g. intergenerational families). Reassignment or

transfers to other dwelling units shall be made without regard to race, color, creed or national origin as follows:

5.1 Tenants shall not be transferred to a dwelling unit of equal size, whether within a complex or between sites, except for alleviating hardships as determined by the Board and the Managing Agent.

5.2 If, per the occupancy standards, the size of the dwelling unit is no longer appropriate to tenant's needs, that tenant will be required to move to another available unit of appropriate size of tenant's choice within the project site where the tenant presently resides. The tenant will be required to move to an available unit of appropriate size in another site if such units are not required for tenants already residing at this site. If, however, the tenant refuses such appropriate accommodations, their lease may be terminated. In addition, the tenant may be required to vacate the apartment if a Housing Certificate or Voucher is available. The Authority shall employ provisions contained in the lease with respect to moving expenses.

6.0 LEASING OF DWELLING UNITS

A legal head of a family accepted to live in public housing who is over 17 years of age, i.e., 18 or over, will be required to sign a lease agreement prior to actual admission. The Executive Director or Housing Manager will also sign the lease with one copy given to the tenant and one copy kept in the Authority's office. Where a husband and wife are living in a leased apartment together, both are required to sign the lease.

Only those persons listed on the most recent certification form shall be permitted to occupy a dwelling unit unless there is a birth to a family member or an authorized addition by the Authority in writing.

6.1 Visitors

Visitors may be permitted to sleep overnight in a dwelling unit, provided they are reported to the Authority within 48 hours of their arrival or prior thereto. Visits not exceeding 15 days may be authorized. Visitors remaining beyond this period shall be considered trespassers and the tenant shall be guilty of a breach of the lease.

Tenants will not be given permission to allow a former tenant of the Authority who has been evicted to sleep overnight in the unit for any period of time whatsoever.

6.2 Senior Tenants

Each elderly tenant over the age of 62 will be required to have a co-signer whose responsibility will be limited to contact with management in the event of serious illness or death and who will be required to take custody of the tenant's belongings in the event of death and promptly remove them from the apartment so that it may be rented to a new occupant without delay. The Authority will consider evidence of hardship requiring reasonable additional time within which to remove the tenant's belongs following their death. The co-signer shall not be liable for rentals or other charges owed by the elderly tenant to the Authority.

In the event the Authority shall determine a tenant is unfit and unable to govern their affairs and meet their responsibilities under the lease or in the event of the death of a tenant, the personal property must be removed from the unit within 15 days of the date of the Authority's determination of incapacity or date of death. If the property is not removed, the Authority shall have the right to enter the premises, remove the personal property of said incapacitated or deceased tenant and cause such property to be transported and stored at the sole cost of the estate of said tenant.

6.3 Transfers

Transfers of families from one unit to another shall occur only as follows:

- Increase or decrease in family size that creates overcrowding or under-utilizing of the unit.
- Family whose member becomes disabled, or when a disabled member no longer lives in the unit.
- To avoid vacancy loss and other expense due to unnecessary transfers.

If a tenant's family transfers from one dwelling unit to another, a new lease shall be executed.

In the event the Authority requires a tenant to move other than when an additional person moves into the apartment and an appropriate size apartment is available, the Authority will provide a mover at the Authority's expense.

6.3.1 Types of Transfers :

HA initiated: The HA may at its discretion transfer residents because of an un-inhabitable unit (not caused by the tenant), major repairs, or other actions initiated by management.

For these types of transfers the HA will cover the cost of the transfer pursuant to cost allowed by HUD.

Transfers for Reasons of Health: Tenant may be transferred when the HA determines that there is a medical need for such transfers, such as inability to negotiate stairs or steps. The tenant will be required to provide a statement from a medical doctor which indicates the condition of the tenant and the HA reserves the right to make its own evaluation of the situation and documentation. If the HA determines that there is not a substantial and necessary medical need for such transfer, the request for transfer shall be treated as a convenience transfer. Normally such transfers will be within the tenant's original neighborhood unless the appropriate size and type of unit does not exist on the site. The tenant must pay for all of their moving expenses and a transfer fee.

Convenience Transfers: The Executive Director or his/her designee may at his/her discretion permit a transfer to another housing community or public housing facility for the convenience of the tenant for good cause. However, the cost of the transfer shall be borne by the tenant. A "Transfer Charge" list is posted in the HA offices and is based on our contract price for maintenance and an administrative charge of for processing the transfer. The transfer charge list is updated annually by the HA. The HA will charge the actual cost of the transfer, which includes the administrative cost, the cost of preparing the unit for rental and, if applicable, a penalty for not turning in the keys to the old

unit within 3 days of the transfer. The tenant is allowed a period of 3 days to move and turn in the keys to the old unit without being charged a penalty. If the move takes more than 3 days and the keys are not turned in the tenant will be charged a penalty of \$178.00 per day for each day the keys are not turned in to the HA. Prior to the transfer the Landlord will perform an inspection on the current unit to determine the amount of charges the tenant will be required to pay as a result of tenant caused damages, if any. All transfer charges must be paid at the time the tenant signs his/her lease and receives the keys for the new unit. The Landlord will perform a

final inspection, with the tenant, on the unit that the tenant transferred from, after the keys are turned in, and a final determination will be made by the HA staff as to additional charges that may be due the HA. For example, the tenant may not have cleaned the unit properly and/or damaged the unit during the moving process. If there are any charges that are due the HA, as a result of this inspection, the tenant must pay for these damages within fourteen (14) days of written notice from the HA. The tenant must sign a transfer agreement after the HA has authorized the transfer and prior to the transfer. All damages are considered rent.

Request for transfers for convenience must be made, in writing, to the HA at the tenant's residential office stating the reason for the requested transfer. The HA will issue a decision within thirty (30) calendar days of receipt of the request, and if approved, provide the tenant with a list of the charges that will be the tenants responsibility to pay prior to the transfer.

Transfers for Over/Under-housed Families to the Appropriate Unit. The HA may transfer residents to the appropriate sized unit and that tenants are obligated to accept such transfers. Transfers will be made in accordance with the following principles:

- (1) Determination of the correct sized apartment shall be in accordance with the HA's occupancy guidelines, as outlined in Occupancy Guidelines.
- (2) Transfers into the appropriate sized unit will be made within the same neighborhood unless that size does not exist on the site.
- (3) The tenant must pay for their moving expenses.

Priorities for transfers - All transfers must be either for health reasons, for relocation to an appropriate sized unit, approved convenience transfers, or initiated by the HA due to modernization work and/or other good cause as determined by the HA. Priority transfers are listed below:

- (1) HA initiated transfers,
- (2) Transfers for health reasons,
- (3) Tenants who are under-housed by two or more bedrooms,
- (4) Tenants who are over-housed by two or more bedrooms,
- (5) Tenants who are under-housed by one bedroom,
- (6) Tenants who are over-housed by one bedroom; and,
- (7) Convenience transfers.

Within each priority type, transfers will be ranked by date. In processing transfers requested by tenants for approved health reasons or to move to a larger apartment, the date shall be that on which the changed family circumstances are verified by the Manager. The HA reserves the right to immediately transfer any family who has misrepresented family circumstances or composition and the family charged the posted rate for convenience transfers. Failure to pay for these charges will result in termination of the dwelling lease.

6.3.2 Transfer Procedures: - The HA shall:

Prepare a prioritized transfer list, as needed, at re-examination.

Notify residents by letter of their pending transfer.

Participate in evaluation of request for transfer based on approved medical reasons.

Issue final offer of vacant apartment as soon as vacant apartment is identified.

Issue notice to transfer as soon as vacant apartment is available for occupancy.

Participate in planning and implementation of special transfer systems for modernization and other similar programs.

Inspect both apartments involved in the transfer, charging for any resident damages that is not considered normal wear and tear.

When the tenant is transferred for modernization, the cost of the transfer shall be paid by the HA, pursuant to cost that is allowed by HUD.

Only one offer of a unit will be made to each tenant being transferred within his/her own neighborhood. A resident being transferred outside his own neighborhood will be allowed to refuse two offers. In the case of a family being transferred from a unit which is uninhabitable, incorrectly sized or scheduled for major repairs, failure to accept the unit offered, or the second unit offered in the case of a transfer outside the neighborhood, will be grounds for eviction. When a tenant declines an offer of a transfer to a single level apartment and the tenant requested the transfer the HA will notify the tenant, at that time, that the HA is not obligated to make any subsequent offers. The HA will notify the tenant that the HA has discharged its obligations to the tenant and he/she will remain in the unit at his/her own risk, and that the HA assumes no liability for the tenants condition.

Right of HA in transfer policy - The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy shall create a property right or any other type of right for a tenant to transfer or refuse transfer.

6.4 Moving/Storage Expenses

The Authority shall not provide a mover at its expense for any tenant moving out of public housing. In addition, the Authority will not reimburse any tenant for any miscellaneous expenses involved with moving from one apartment to another.

When a tenant vacates the apartment, a move-out inspection will be performed. If, during this inspection, it is found that furnishings have been left by the tenant, the costs to remove, store or dispose of these furnishings will be charged to the tenant. The costs will be deducted from any security deposit of that tenant. All charges will be based on an hourly rate for removal and actual rate for storage and/or disposal.

6.5 Interim Re-examinations

During the lease agreement, changes in rent or family composition shall be processed as follows:

- 6.5.1** Changes in rent shall be made by submitting a Recertification Application, verifying new income and/or family members and executing a rider to the lease. This rider must be dated and signed by both the Authority and the Tenant. A copy will be given to the tenant and the original shall be kept in the Authority's office.
- 6.5.2** Changes in the primary lessee shall cause a new lease to be made for the apartment.
- 6.5.3** If, through any cause, the signer of the lease ceases to be a resident member of the family, the lease will be voided and a new lease executed. A remaining member of the family who can qualify as a lessee will sign this new lease. If, nevertheless, no member is qualified to sign a new lease, the existing lease will be voided and the family will be required to vacate.
- 6.5.4** Cancellation of a tenant's lease will be made in accordance with the provisions of the lease attached hereto.

If, during the tenure of a lease agreement, a tenant requests the addition of a family member to the lease, the Authority will follow the same procedure when reviewing this individual's suitability for the public housing as it follows when

reviewing the initial applicant. The review of this individual will include all of the items as outlined in Section 2.0 of the Admissions and Occupancy Policy.

If it is determined that this individual will not be a suitable resident of the public housing, the Authority will notify the family that this individual will not be allowed to reside in the public housing nor be added to the lease. At this point the resident may accept the Authority's decision or terminate their tenancy.

7.0 SMOKING POLICY

Smoking in any of the common areas of the GCHA's premises will be strictly prohibited. Individuals who are found smoking in any of these areas will be in breach of their lease and subject to the Authority's action. Public areas are as follows:

- entrance vestibule
- entrance lobby
- community room
- laundry room
- hallways
- elevators
- management office

8.0 PARKING POLICY

It is the policy of the Authority to regulate all on-site parking. It is the position of the Authority that all on-site parking is a privilege and is, therefore, granted in accordance with the policy as per Exhibit J. Parking is reserved only for tenants who are listed on the lease. Stickers will be given only to those tenants who present a valid driver's license, registration of the car in their name along with a valid insurance card.

9.0 PET POLICY

It is the purpose of this policy to insure that those residents who desire pets are responsible pet owners; that those residents who do not desire pets are not inconvenienced by pets on the premises; to assure that pets on premises are properly cared for; and that Housing Authority properties remain decent, safe and sanitary.

10.0 ANNUAL RECERTIFICATION

At least once each year, or as requested by the Authority, tenant households must furnish such accurate information regarding family composition, employment and household income as may be necessary to make a determination with respect to rent, eligibility and the appropriateness of the unit size. Required verification may include, but is not limited to, earning reports from employers, copies of state and federal income tax returns of all household members, W-2 forms, bank statements, etc.

Approximately three months prior to a lease renewal date, the Authority will send a notice informing the tenant of the requirements necessary to recertify and renew the lease. An interview must be scheduled and all documentation requested by the Authority must be submitted on or before the first of the month before the lease expires. If, by that date, the tenant has not scheduled an interview nor provided the necessary documents, a notice will be sent to the tenant giving them 10 days to provide the required information in accordance with the lease. **The notice will also inform the tenant that failure to provide the required information will result in termination of the lease. If the tenant fails to respond within 10 days, a 30-day Notice to Quit will be sent to the tenant.**

The length of time from the date of admission to the date of first recertification may not exceed 12 months according to current federal regulations. Therefore, in order to fit a new tenant into the established schedule, the first regularly scheduled recertification may be conducted in a period of less than 12 months.

The tenant is to be notified in writing of any changes required in rent or unit occupied and of any misrepresentations or lease violations revealed by the recertification and the corrective action that must be taken.

11.0 INSPECTIONS

11.1 Initial Inspection at Move-In

Prior to initial occupancy, the housing authority and the Tenant shall perform a walk-through of the unit to determine its condition at time of move-in. A written inspection report shall be prepared by the housing authority and signed by the Tenant. This inspection report shall document any and all conditions within the unit prior to occupancy.

11.2 Inspection at Move-Out

Prior to move-out, the housing authority and the Tenant shall perform a walk-through of the unit to determine its condition at time of move-out. A written inspection report shall be prepared by the housing authority and signed by the Tenant. This inspection report shall document any and all conditions within the unit prior to move-out. Any security deposit shall be used to offset any damages recorded. It is the Tenant's responsibility to pay for any repairs to the unit due to their actions or actions of their guest.

11.3 Annual Inspections

At least once a year the housing authority will perform an inspection of the dwelling unit. This inspection will be in accordance with the Housing Quality Standards (HQS), and a copy of the report will be forwarded to the Tenant. Any deficiencies found at the time of the inspection will result in the development of a work order for the repair. If Tenant's negligence or abuse instigated the required repair, the Tenant will be responsible for paying for the repair. A list of all maintenance charges will be provided the Tenant at Lease signing. Tenant will be given at least 48 hours noticing of inspection.

If the inspection indicates that the Tenant has poor housekeeping habits that need to be improved upon, the inspector will file a report and a subsequent meeting will be scheduled with the Tenant to counsel the Tenant on their poor housekeeping habits. A follow-up inspection as outlined in Section 11.5 may be scheduled within 30 days to see that the deficiencies are corrected. If the Tenant fails to correct the deficiencies, provisions of the lease may be enforced and the tenant evicted.

11.4 Emergency Inspections

If an employee and or contract agent of the authority has reason to believe that an emergency exists within the unit, the unit can be entered without notice. The person(s) that enters the unit must leave a written notice to the Tenant that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

11.5 Random Inspections

The housing authority retains the right to perform random inspections to determine whether or not the Tenant is keeping the unit in a decent, safe and sanitary condition in accordance with the guidelines established by the authority. A copy of the report will be forwarded to the Tenant. Tenant will be given at least 48 hours noticing of inspection.

12.0 INTERIM RECERTIFICATION

If it is not possible, through no fault of the tenant at the time of regular recertification, to determine annual family income with any reasonable degree of accuracy, a temporary determination of income and rent will be made and an interim recertification scheduled for within 30 days. The tenant will be notified in writing of the date of the special recertification.

If a family has income which is not verified and rent cannot be established due to the tenant's failure to submit the required information, **the tenant is subject to eviction.**

Where there is no family income at the time of recertification (e.g. due to unemployment), a temporary minimum rent of \$50.00 will be established. Recertification will be scheduled every 30 days until such time the family establishes that some form of income and the continued occupancy is resolved consistent with the lease.

Any change in family income or family composition must be reported to the Authority within 10 days of its occurrence. Failure to do so will be grounds to terminate the lease.

Rent will remain in effect for the period between regular rent recertifications unless during such period:

- Tenant can show a change in their circumstances (such as a decline in income) which would justify a reduction in rent pursuant to the Schedule of Rents or such other circumstances as would create a hardship situation.
- Tenant commences to receive public assistance or assistance is terminated.

It is found that a tenant has misrepresented the facts upon which rent is based so that the rent owed is less than it should be. The increase in rent will be retroactive.

If the required documents are submitted by the 15th of the month, the rent will be adjusted retroactive to the first of the month. If the required documents are submitted after the first of the month, the rent will be adjusted on the first of the month following the recertification.

13.0 TERMINATION OF THE LEASE

See Lease, Section 12. In the event the Authority is forced to institute legal action for eviction, the tenant will be responsible for any legal costs incurred by the Authority. In the event the Authority is forced to institute legal action for eviction and the tenant is evicted, the tenant shall be responsible for any reasonable legal and court costs incurred by the Authority.

14.0 DEFINITION OF TERMS

Child Custody. An applicant or Tenant who does not have full custody of a minor child(ren) may only claim a child as a dependent as follows:

- a) The applicant or Tenant must have primary custody of the child(ren).

- b) The applicant or Tenant must provide sufficient evidence that if the applicant were admitted the child would reside with the applicant. The same child cannot be claimed by more than one applicant(i.e. counted more than once in order to make two (2) eligible families).

Citizen. An individual born in the United States or naturalized.

Dependent. A member of the household (excluding foster children) other than the head or spouse, who is under 18 years of age, is a disabled or handicapped person, or is a full-time student. An unborn child shall be considered for purposes of income eligibility and unit size.

Disabled Person. An individual who is under a disability as defined in Section 223 of the Social Security Act or in Section 102(b)(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970

Section 223 of the Social Security Act defines disability as:

“Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months”; or

In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in Section 416(I)(1) of this title: “ the inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which they have previously engaged with some regularity and over a substantial period of time.”

Section 102(b)(5) of the Developmental Disabilities Services and Facilities Construction amendments of 1970 defines disability as:

“A disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual.”

No individual shall be considered to be a person with a disability for purposes of eligibility for low income housing solely on the basis of any drug or alcohol dependency.

Elderly Family. A family whose head or spouse or whose sole member is at least 62 years of age, or disabled as defined , or handicapped as defined below, and may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to their care and well being.

Familial Status. A single pregnant woman and individuals in the process of obtaining custody of an individual who has not attained the age of 18 years are considered for occupancy as a family. Therefore, these families may be eligible for a larger unit and their income eligibility will be based on the larger household size.

Family. Two or more persons related by blood, marriage, adoption or who give evidence of a “stable relationship” which has existed over a period of years. With respect to single persons, such definition shall include an elderly family as defined above, or a displaced family as defined above, the remaining member of a tenant family, or single person family as defined below. By definition a family must contain a competent adult of at least 18 years of age to enter into a contract and capable of functioning as the head of household.

There must be some concept of family living together beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them as a family within the meaning of this policy.

Foster Child(ren). With the prior consent of the GCHA a foster child may reside in the dwelling unit. This determination will be based on the following:

- a) Whether the addition of the child will require a larger unit for the family and subsequently lead to a transfer to another unit.
- b) The ability to make reasonable accommodations for the handicapped person.

Full-time Student. A person who are carrying a subject load which is considered full-time for day students under the standards and practices of the educational institution.

Grievance Procedure. All Tenants, not applicants, are afforded the rights under the grievance policy of the GCHA. The grievance policy and procedures are incorporated into this document by reference and is a guideline to be used for grievances and appeals.

Handicapped Person. A person having a physical or mental impairment which 1) is expected to be of longstanding and indefinite duration, 2) substantially impedes their ability to live independently, and 3) is of such nature that such ability could be improved by more suitable housing conditions.

Hazardous Duty Pay. Pay to a family member in the Armed Services that is away from his primary residence and in a hostile situation. The pay received for this duty is not included in the total family income.

Head of Household. The adult family member who is held responsible and accountable for the family.

Homelessness. An individual or household is considered to be homeless as follows:

- a) They lack a fixed, regular and adequate residence.
- b) They have a primary residence that is
 - (1) A supervised shelter designed to provide temporary living arrangements (including welfare hotel, congregate shelters and transitional housing or housing for the mentally ill.);
 - (2) An institution that provides a temporary residence for individuals untended to be institutionalized; or
 - (3) A place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings.
- c) A homeless family does not include:
 - (1) Any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law; or
 - (2) Any individual who is a Single Room Occupant (SRO) that is not considered substandard housing.

Live-In Aide. A person who resides with an elderly, disabled or handicapped person(s) and who:

- a) Is determined by the GCHA to be essential to the care and well being of the person(s).
- b) Would not be allowed to live in the unit except to provide support for the person(s). The income of the live-in aide is not included in the family income.
- c) Is not obligated for support of the person(s).

Lower Income Family. A family whose annual income does not exceed 80% of the median income for the area as determined by HUD with adjustments for family size. HUD may establish income limits higher or lower than 80% of median income for the areas on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

Minimum Rent. Families assisted under the public housing program shall pay a monthly minimum rent of not more than \$50.00 per month. The GCHA has the discretion to establish the minimum rent from \$0 up to \$50.00. The minimum rent established by this housing authority is \$25.00.

Minor. A person, other than the head of household or spouse, under 18 years of age.

Mixed Family. A household whose members comprise of those with United States Citizenship or eligible immigration status and those without citizenship or eligible immigration status. The GCHA cannot support or financially assist those individuals without citizenship or eligible immigration status.

NonCitizen. A person who is neither a United States Citizen nor a national of the United State.

Recertification. Recertification is to reexamine documentation that indicates that Tenants meet continued occupancy standards and to determine their income for the purposes of calculating rent.

Reexamination Date. The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent.

Remaining Member of Tenant Family. The person(s) of legal age remaining in the public housing unit after the person(s) who signed the lease has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must occupy the unit to which he/ she claims head of household status for one year before becoming eligible for subsidized housing as a remaining family member. This person must complete the required forms of the GCHA within ten (10) days from the departure of the leaseholder and may remain in the unit for a reasonable amount of time pending verification and processing of their request. This person must upon satisfactory completion of the verification process then execute a new lease and cure any monetary defects and obligations in order to remain in the unit.

Any person who claims to be a remaining member of the family unit shall in the event that the GCHA declares them to be ineligible for remaining member status, be entitled to a grievance hearing upon notice that they will not be considered a remaining member of the household. The grievance procedure will meet all of the guidelines as outlined in the lease and lease attachments. During the interim between the time of the determination that there will be a grievance hearing and the determination of the grievance hearing officer, all rent that was due pursuant to the lease shall be deposited into an escrow account with the GCHA.

The GCHA does not recognize the person as a Tenant by giving him or her the opportunity for a grievance hearing. A remaining member shall not be considered to be a Tenant until such time as the Authority executes a new lease and the person granted Tenant status after verification of all income and other related information.

Serviceman. A person currently in the active military service of the United States.

Single Person. A person living alone or intending to live alone and who does not qualify as an elderly family, displaced person, or the remaining member of a tenant family. (No PHA may admit single persons to any housing assisted under the Act without an authorization by HUD as provided in 24CFR Section 812.3.)

Spouse. The husband or wife of the head of household.

Veteran. A person who has served in the active military or naval service of the United States at any time as the President of the United States shall determine, and who has been discharged or released therefrom under conditions other than dishonorable.

15.0 INCOME DEFINITIONS

For the purpose of calculating and determining rent, the following definitions are provided:

Adjusted Income. Annual income less: a) \$480 for each dependent, b) \$400 for any elderly family, c) medical expenses in excess of 3% of annual income for elderly family and d) child care expenses while a head of household or spouse is employed or attending school.

Ceiling Rent. A maximum rent to be charged on a dwelling unit irrespective of the income of the family residing within the unit. This shall be established in accordance with HUD regulations and approved by the Board of Commissioners. This shall encourage mixed income developments and working families to reside in public housing.

Childcare Expenses. Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which the annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed, to further their education, or actively seek employment.

The amount deducted shall reflect reasonable charges for childcare, and in the case of childcare necessary to permit employment, the amount deducted may not exceed the amount of income received from such employment.

The GCHA will not normally allow childcare deductions when the family has an additional unemployed adult member who is physically capable of caring for the child(ren).

If the total annual income less the above noted deductions results in a rent payment that is less than the established minimum rent standard, the Tenant's rent shall be the approved housing authority's minimum rent.

Contract Rent. The rent charged a tenant for the use of the dwelling unit and equipment such as range and refrigerator, but not including furniture, and reasonable amounts for utilities determined in accordance with the Authority's schedule of utility allowances deducted from Gross Rent. If the allowances exceed the Gross Rent the Authority will give the tenant a credit equal to the amount by which the allowance exceeds the Gross Rent.

Exclusions from Total Family Income. Temporary, nonrecurring or sporadic income defined as follows:

- a) Casual, sporadic and irregular gifts and amounts which are specifically received for, or are a reimbursement of, the cost of illness or medical care.
- b) Lump-sum additions to family assets such as, but not necessarily limited to, inheritances, insurance payments, worker's compensation, capital gains, and settlements for personal or property losses.
- c) Amounts of education scholarships paid directly to the student or the educational institution and amounts paid by the United States Government to a veteran for use in meeting the cost of tuition, fees, books, to the extent that such amounts are so used. Any amounts of such scholarships or payments to veterans not used for the above purpose that are available for subsistence are to be included in income, as well as the hazardous duty pay to a family member in the Armed Forces away from home and exposed to hostile fire.
- d) Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- e) The value of the coupon allotments for the purchase of food in excess of the amount actually charged an eligible household pursuant to the Food Stamp Act of 1977.
- f) Payments received by participants or volunteers in programs pursuant to the Domestic Volunteer Service Act of 1973.
- g) Payments received by participants in other publicly assisted programs as reimbursement for out-of-pocket expenses incurred, e.g. special equipment, clothing, transportation, reimbursement for child care, etc. which are solely to allow participation in a specific program and cannot be used for other purposes.
- h) Income of a live-in aide as defined.
- i) Income from employment of children (including foster children) under the age of 18 years.
- j) Payments received for the care of foster children.

- k) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act.
- l) Payments received from the Job Training Partnership Act.
- m) Payments from Programs under Title V of the Older Americans Act of 1965.
- n) Payments received under the Alaska Native Claims Settlement Act.
- o) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes.
- p) Income derived from the disposition of funds of the Grand River band of Ottawa Indians.
- q) The first \$2,000 of per capita shares received from judgement funds awarded by the Indians Claims Commission or the Court of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior.
- r) Payments or allowances made under the Department of Health and Human Services for Low Income Home Energy Assistance Program.
- s) Reparation payments made by foreign governments in connection with the Holocaust.
- t) Amounts received under training programs funded by HUD.
- u) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- v) Amounts received by participants in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
- w) For taxable years after December 31, 1990, the earned income tax credit refund. Effective Date: July 25, 1994.

- x) The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the U.S. Housing Act of 1937, or any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:

Comparable Federal, State or Local Law means a program providing employment training and supportive services that:

- Are authorized by a federal, state or local law; Are funded by federal, state or local government; Are operated or administered by a public agency; Has as its objective to assist participants in acquiring job skills.

Exclusion period means the period during which the resident participates in a program described in this section, plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937.

If the resident is terminated from employment without good cause, the exclusion period shall end. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job. This provision does not apply to residents participating in the Family Self-Sufficiency Program who are utilizing the escrow account. Also, residents are required to pay the appropriate minimum rent.

y) A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the HA, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No Resident may receive more than one such stipend during the same period of time.

- z) Compensation from State or local employment training programs and training of a family member as resident Management staff. Amounts

excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the HA.

- aa) For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- bb) Earning in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
- cc) Adoption assistance payments in excess of \$480 per adopted child.
- dd) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment received on or after October 28, 1992.
- ee) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- ff) Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Gross Income. Total income as defined in “Total Family Income” above.

Gross Rent. Contract rent plus the amount of any applicable allowance for tenant-supplied utilities.

Monthly Adjusted Income. Adjusted income divided by 12.

Monthly Income. Annual gross income divided by 12.

Net Family Assets. Value of equity in real property, savings, stocks, bonds and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an

asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.) In determining net family assets, the Authority shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or recertification, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Public Housing Agency. Any state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families.

Rent Burden. May be used for the purpose of determining a preference. Applicants must be paying more than 50% of their monthly income for rent for at least 90 days.

Substandard Housing. The HUD definition now specifically includes as homeless, participants in transitional housing programs.

Tenant Rent. The amount payable monthly by the household as rent to the Authority. Where the Authority supplies all utilities (except telephone and cable) and other essential housing services, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone and cable) and other essential housing services are not supplied by the Authority and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less Utility Allowances.

Total Family Income. Income anticipated to be received during the 12 months following admission or recertification. Income from all sources from 1) the head of household and/or spouse and 2) each additional household member who is at least 18 years of age, excluding full-time student income, income which is temporary, non-recurring or sporadic as defined below. Total family income should include that portion of the income of the head of household or spouse temporarily absent which, in the determination of the Authority, is available to meet the family's needs. Total family income includes, but is not limited to the following:

- a) The full amount, before any payroll deductions, of wages and salaries, including compensation for personal services such as commissions, fees, tips, bonuses, and cash payments.
- b) Net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business.
- c) Interest, dividends, and net income of any kind of real or personal property. Where the family has net assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net assets or a percentage of the value of such assets based on the current rate as determined by HUD.
- d) The full amount received from annuities, periodic payments from insurance policies, retirement income, pensions, periodic benefits for disability or death and other similar types of periodic receipts.
- e) Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, worker's compensation and termination wages.
- f) Welfare assistance payments.
- g) Periodic and determinable allowances, such as alimony, child support and regular contributions or gifts, including amounts received from any persons not residing in the dwelling unit.
- h) All regular pay, special payments and allowances, such as longevity, overseas duty, rental allowances, allowances for dependents, etc. received by a member of the Armed Forces, with the exception of hazardous duty pay.
- i) Payments to head of household for the support of a minor, or payments nominally to a minor for their support, but control for their benefit by the head of household or a resident family member other than the head, who is responsible for their support.

- j) Veterans Administration compensation (Service connected disability or death benefits)
- k) Any earned income tax credit to the extent it exceeds income tax liability.

All income is to be annualized if information received is for less than a 12-month basis. It is important to note that changes in family composition and or income must be reported to the Authority within ten (10) days. Failure to do so may result in eviction proceedings. In the case on income adjustments all back rent due and owing will be due within fourteen (14) days from the date the Authority formally notifies the Tenant of the amount due.

Total Tenant Payment (TTP). This amount is the family must pay per month. It may be either the minimum rent of \$ 50.00 or: (section 4.0)

- a) For the public housing program, the TTP must be the greater of
 - (1) 30 percent of family monthly adjusted income;
 - (2) 10 percent of family monthly income;
 - (3) \$ 50.00 which is the minimum rent set by the GCHA, or
- b) The ceiling rent. The resident may elect the ceiling rent in lieu of the rent calculated in paragraph "a" above.

It is possible for the Tenant to qualify for a utility reimbursement despite the requirement of a minimum rent. If the utility allowance were greater than the minimum rent, the Tenant would receive a reimbursement for tenant purchased utilities.

Unreported Income. If a tenant fails to report income the tenancy will be terminated under the terms of the lease and in accordance with the New Jersey State Statutes. If the act is determined by the Authority to be intentional, the Tenant will be obligated to pay the applicable portion of the rent for any and all unreported income, and may be prosecuted. If the unreported income was unintentional the Authority may approve a repayment agreement which stipulates the schedule of repayments, the amount of the payment, and the consequences if a payment is missed.

Utility Allowance. The cost of utilities (except telephone and cable) and other housing services for an assisted unit is not included in the Tenant Rent, but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by the Authority or HUD, monthly cost of a reasonable consumption of such utilities and other

services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement. The amount, if any, by which the Utility Allowance for a unit, if applicable, exceeds the Total Tenant Payment for the household occupying the unit.

Very Low Income Family. A Lower Income Family who's Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for family size. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Welfare Assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded separately or jointly, by federal, state or local governments.

16.0 ATTACHMENTS

Exhibit A:	Income Limits for Admission
Exhibit B:	Rental Calculation
Exhibit C:	Broad Range of Income Objectives
Exhibit D:	Utility Allowances
Exhibit E:	Lease
Exhibit F:	Schedule of Move-Out Charges
Exhibit G:	One Strike and You're Out Policy
Exhibit H:	Ceiling Rent Limits
Exhibit I:	Parking Policy
Exhibit J:	Use of Housing Authority Public Spaces
Exhibit K:	Pet Policy

HOUSING AUTHORITY OF THE

_____ OF _____

ADMISSIONS, OCCUPANCY AND RENTAL
POLICY

ADOPTED BY THE BOARD OF COMMISSIONERS

DECEMBER 13, 1999

DECLARATION OF SECTION 214 STATUS

Alien Certification & Registration

Notice to applicants and tenants: In order to be eligible to receive the housing assistance sought, each applicant for, or recipient of, housing assistance, must be lawfully within the United States. Please read the Declaration statement carefully and sign. Please feel free to consult with an immigration lawyer or other immigration expert of your choosing.

I, _____, certify, under penalty of perjury, that to the best of my knowledge, I am lawfully within the United States because (Please check appropriate box):
I am a citizen by birth, a naturalized citizen or a national of the United States.

I have eligible immigration status and I am 62 years of age or older. Attach proof of age.
I have eligible immigration status as checked below (see reverse side of this form for explanations). Attach INS document(s) evidencing eligible immigration status and signed verification consent form.

Immigration status under §§ 101 (a)(15) or 101(a)(20) of the Immigration and Nationality Act (INA)

Permanent residence under § 249 of the INA

Refugee, asylum or conditional entry status under §§ 207, 208 or 203 of the INA

Parole status under § 212 (d)(5) of the INA

Threat to life or freedom under §§ 243 (h) of the INA

Amnesty under § A of the INA

(Signature of Family Member)

(Date)

Check box on left if signature is of adult residing in the unit who is responsible for a child named on the statement above.

HA: Enter INA/SAVE Primary Verification #:

Date:

DECLARATION OF SECTION 214 STATUS

Alien Certification & Registration

Warning: 18 U.S.C. 100t provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, imprisoned for not more than five years, or both.

The following footnotes pertain to noncitizens who declare eligible immigration status in one of the following categories:

Eligible immigration status and 62 years of age or older. For noncitizens who are 62 years of age or older or who will be 62 years of age or older and receiving assistance under a Section 214 covered program on June 19, 1995. If you are eligible and elect to select this category, you must include a documents providing evidence of proof of age. No further documentation of eligible immigration status is required.

Immigrant status under § 101(a)(15) or 101(a)(20) of the INA. A noncitizen lawfully admitted for permanent residence, as defined by § 101(a)(20) of the immigration and nationality Act (INA), as an immigrant, as defined by § 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 1101 (a)(15), respectively [immigrant status]. This category includes a noncitizen admitted under § 210 or 210A of the INA (8 U.S.C. 1160 or 1161), [special agricultural worker status], who has been granted lawful temporary resident status.

Permanent residence under § 249 of the INA. A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not eligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under § 249 of the INA (8 U.S.C. 1259) [amnesty granted under INA 249]

Refugee, asylum, or conditional entry status under §§ 207,208 or 203 of the INA. A noncitizen who is lawfully present in the U.S. pursuant to an admission under § 207 of the INA (8 U.S.C. 1157) [refugee status]; pursuant to the granting of asylum (which has not been terminated) under § 208 of the INA (8 U.S.C. 1158) [asylum status]; or as a result of being granted conditional entry under § 203(a)(7) of the INA (U.S.C. 1153(a)(7)) before April 1, 1980 because of persecution or fear of persecution on account of race, religion or political opinion or because of being uprooted by catastrophic national calamity [conditional entry status].

Parole status under § 212(d)(5) of the INA. A non citizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under § 212(d)(5) of the INA (8 U.S.C. 1182(d)(5)) [parole status].

Threat to life or freedom under § 243(h) of the INA. A noncitizen who is lawfully in the U.S. as a result of the Attorney General's withholding deportation under § 243(h) of the INA (8

U.S.C. 1253(h)) [Threat to life or freedom].

Amnesty under § 245A of the INA. A noncitizen who is lawfully admitted for temporary or permanent residence under § 245A of the INA (8 U.S.C. 1255a) [Amnesty granted under INA 245A].

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GLOUCESTER CITY HOUSING AUTHORITY
Gloucester City, NJ 08030

BARRING NOTICE
(CRIMINAL TRESPASSING)

CASE NO. _____

DATE: _____

TO:

Social Security Number: _____ D.O.B.

You are barred from the Gloucester City Housing Authority, New Jersey properties for the following reasons:

In accordance with New Jersey State Statutes you are hereby notified that you are prohibited from going upon the property of the Gloucester City Housing Authority, New Jersey which includes the following locations:

You are prohibited from entering upon any of the above listed properties of the Housing Authority for ANY reason whatsoever. If you enter upon said premises, it shall be a violation of the criminal laws of the State of New Jersey, and you will be subject to being arrested and charged with Criminal Trespassing.

I have served the above named subject by handing his/.her copy of this Notice, this _____ day
of _____, 20__.

Police Officer Name & Badge Number

Gloucester City Housing Authority

SIGNATURE OF PERSON BEING BARRED

If the Barred person refuses to sign, then the signature of a witness is required.

SIGNATURE OF WITNESS

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CAPITAL IMPROVEMENTS

In order to assure the long-term physical and social viability of the low-income public housing owned and operated by the Gloucester City Housing Authority, the GCHA has planned to do the following capital improvement projects over the next twelve months.

Improvement	Project Cost	Date Completed
Replace kitchen cabinets in all 91 apts (30 per yr)	NJ218 85,550	MAY, 2002
Caulking of entire outside of bldg.	NJ218 43,660	JUNE, 2000
Replacement of fire Emergency panel	NJ218 19,444	JUNE.2000
Elevator electronic Eye beam	NJ218 30,000	MAY 2000

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Gloucester City Housing Authority

Grievance Procedure

I. PURPOSE

This grievance procedure has been adopted to provide a forum and procedure for tenants to seek the just, effective and efficient settlement of grievances against the Gloucester City Housing Authority (GCHA).

II. GOVERNING LAW

The Law governing this grievance procedure is Section 6(k) of the U.S. Housing Act of 1937 (42 U.S.C. Sec. 1437d(k) and subpart B of 24 CFR part 966 CFR secs. 966.50 - 966.57).

III. APPLICABILITY

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all individual grievances (as defined in Section IV below) between Tenant and the GCHA with the following two **exceptions**:

- A. This grievance procedure is **not applicable** to disputes between Tenants not involving GCHA, or to class grievances involving groups of Tenants. Also, this grievance procedure is not intended as a forum for initiating or negotiating policy changes between Tenants, or groups of tenants and GCHA's Board of Commissioners.
- B. HUD has issued a due process determination that the law of the State of New Jersey requires that the Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in Section IV below) before the Tenant can be evicted from a dwelling unit. Pursuant to the HUD due process determination, the GCHA has elected that this grievance procedure shall **not be applicable** to any termination of tenancy or eviction that involves:

- i. Any criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises of other residents or employees of GCHA, or
- ii. Any drug related criminal activity on or near such premises.

In cases involving these criminal activities, the GCHA may evict the occupants of the dwelling unit through a judicial eviction without following the grievance procedure outlines in this document. In these cases, the eviction proceeding will be brought in the Special Civil Part of the Superior Court, Law Division, pursuant to the New Jersey statutes annotated 2A: 18-61.1 et seq.

IV. DEFINITIONS

The following definitions of terms shall be applicable to this grievance procedure:

- A. **Grievance:** Any dispute which a Tenant may have with respect to an action or a failure to act by the GCHA in accordance with the individual Tenant's lease or GCHA regulations which adversely affect the individual Tenant's rights, duties, welfare or status.
- B. **CFR:** The Code of Federal regulations, which contains the federal regulations governing this grievance procedure.
- C. **Complainant:** Any Tenant (as defined in this section below) whose grievance is presented to the central office of the GCHA located at 101 Market Street, Gloucester, NJ 08030, in accordance with the requirements set forth in this procedure.
- D. **Drug-related criminal activity:** The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sale, distribute or use of a controlled substance, as defined in sec 102 of the Controlled Substances Act (21 U.S.C. sec. 802) as from time to time amended.
- E. **GCHA or "Authority":** The Gloucester City Housing Authority, at 101 Market Street, Gloucester, New Jersey 08030, a corporate body organized and existing under the laws of the State of New Jersey.

F. **Elements of due process:** The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:

- i. Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
- ii. Right of the Tenant to be represented by counsel;
- iii. Opportunity for the Tenant to refute the evidence presented by GCHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
- iv. A decision on the merits.

G. **Hearing Officer** An impartial person selected in accordance with 24 CFR Sec. 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.

H. **Hearing panel:** A three-member panel composed of impartial persons selected in accordance with 24 CFR Sec. 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.

I. **HUD:** The United States Department of Housing and Urban Development.

J. **Notice:** As used herein, the term notice shall, unless otherwise specifically provided, means written notice.

K. **The "Regulations":** The HUD regulations contained in subpart B of 24 CFR part 966.

L. **Resident organization:** An organization of residents, which includes any resident management corporation.

M. **Tenant:** The adult person (or persons) other than a live-in aide:

- i. Who resides in the unit, and who executed the lease with GCHA as lessee of the dwelling unit, or, if no such person now resides in the unit,

- ii. The person who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.

N. **Business Days:** Monday through Friday of each week, except for legal holidays recognized by the Gloucester City_Housing Authority.

V. INCORPORATION INTO LEASES and THE PROVISION OF A COPY TO TENANT

This grievance procedure shall be incorporated by reference into all leases between Tenants and GCHA for all public housing dwellings leased by GCHA to Tenants, whether or not so specifically provided in such leases.

The _GCHA shall furnish a copy of the grievance procedure to each Tenant and to resident organizations.

VI. INFORMAL SETTLEMENT OF GRIEVANCES

- A. **Initial Presentation.** Any grievance must be personally presented, either orally or in writing, to GCHA's central office, within **five business days** after the occurrence of the event giving rise to the grievance.
- B. **Informal Settlement Conference.** If the grievance is not determined by GCHA to fall within one of the two exclusions mentioned in section III B.(1) and III B.(2) above, then GCHA will, within **five business days** after the initial presentation of the grievance, informally discuss the grievance with the Complainant or Complainant's representatives in an attempt to settle the grievance without the necessity of a formal hearing. The parties to the conference shall conduct themselves in an orderly manner. If the informal settlement conference cannot occur at the time the grievance is initially presented by the Complainant, then the Complainant will be promptly notified in writing of the time and place for the informal settlement conference.
- C. **Written Summary.** Within **five business days** after the informal settlement conference, a summary of the informal discussion shall be prepared by GCHA and a copy thereof shall be provided to the Complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written summary will also specify the procedures by which the Complainant may obtain a formal hearing if not satisfied by the proposed disposition of the grievance. A copy of the written summary shall also be placed in Complainant's tenant file.

VII. FORMAL GRIEVANCE HEARING

All grievances must be personally presented either orally or in writing pursuant to the informal procedure prescribed in Section VI as a condition to a formal grievance hearing under this section: **provided**, that if the Complainant shall show good cause to the hearing panel or officer for failing to proceed in accordance with Section VI, the necessity of an informal procedure may be waived by the hearing panel or officer.

The following procedures apply to the request for a formal grievance hearing under this grievance procedure:

- A. **Request for hearing:** If the Complainant is not satisfied with the results of the informal settlement conference, the Complainant must submit a written request for a formal hearing to GCHA's central office, no later than **five business days** after the date Complainant receives the summary of discussion delivered as required under Section VI above.

Complainant's written request for a formal hearing must specify:

- i. The reasons for the grievance; and
 - ii. The action or relief sought by the Complainant; and
 - iii. If the Complainant so desires, a statement setting forth the times at which the Complainant will be available for a hearing during the next ten business days; and
 - iv. Complainant's preference, if any, concerning whether the grievance should be heard by a single hearing officer or by a hearing panel of three members; and
 - v. If the Complainant has failed to attend an informal discussion conference, a request that the hearing officer or panel waive this requirement.
- B. **Failure to Request A Hearing.** If the Complainant fails to request a hearing within **five business days** after receiving the written summary of the informal settlement conference, GCHA's decision rendered at the informal hearing becomes final and GCHA is not thereafter obligated to offer the Complainant a formal hearing; **provided** that failure to request a hearing shall not constitute a waiver by the Complainant of any right afterwards to contest in an appropriate judicial proceeding the GCHA's action in disposing of the complaint.

VIII. SELECTION OF HEARING OFFICER OR PANEL

All grievance hearings shall be conducted by an impartial person or persons appointed by GCHA after consultation with resident organizations, in the manner described below:

A. The permanent appointments of persons who shall serve as hearing officers and hearing panel members shall be governed by the following procedures:

- i. GCHA shall nominate a slate of persons to sit as permanent hearing officers or hearing panel members. These persons may include, but will not be necessarily limited to, members of the GCHA Board of Commissioners, GCHA staff members, residents, or other responsible persons in the community. No person shall be listed on the slate of members unless such person has consented to serve as a hearing officer or on a hearing panel.
- ii. The slate of potential appointees shall be posted in the GCHA central office and submitted to all GCHA resident organizations for written comments. Written comments must be received by GCHA within 30 days of posting and provision to the resident organizations (non-business days and holidays will be counted within the 30-day period). Written comments from resident organizations shall be considered by GCHA before appointments are finally made. Objection to the appointment of a person as a hearing officer or panelist must be considered but is not dispositive as to the proposed appointment with respect to which objection is made.
- iii. On final appointment, the person(s) appointed and resident organizations shall be informed in writing of the appointments. A list of all qualified hearing officers and panelists will be kept at the central office of GCHA and be made available for public inspection at any time during office hours.

C. The designation of hearing officers or panel members for particular grievance hearings shall be governed by the following provisions:

- i. All hearings will be held before a single hearing officer unless the Complainant (at the time of the initial request for the formal hearing) or GCHA requests that the grievance be heard by panel of three members.
- ii. Appointments to serve as a hearing officer or panelist with respect to a particular grievance shall be made by GCHA in random order, subject to availability of the hearing officer or

panelist. The GCHA may employ any reasonable system for random order choice.

- iii. No member of the GCHA Board of Commissioners or staff may be appointed as hearing officer or panelist in connection with the grievance contesting an action which was either made or approved by the proposed appointee, or which was made or approved by a person under whom the proposed appointee works or serves as a subordinate.
- iv. No person shall accept an appointment, or retain an appointment, once selected as a hearing officer or hearing panelist, if it becomes apparent that such person is not fully capable of impartiality. Persons who are designated to serve as hearing officers or panelists must disqualify themselves from hearing grievances that involve personal friends, relatives, persons with whom they have a business relationship, or grievances in which they have some personal interest. Further, such persons are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and this perception is reasonable under the circumstances. If a complainant falls to object to the designation of the hearing officer or panelists on the grounds of partiality, at the commencement or before the hearing, such objection is deemed to be waived, and may not thereafter be made.

In the event that a hearing officer or panel member fails to disqualify himself or herself as required in this grievance procedure, GCHA will remove the panel member or officer from the list of persons appointed for such purposes, invalidate the results of the grievance hearing in which such person should have, but did not, disqualify himself or herself, and schedule a new hearing with a new hearing panel or officer.

IX. SCHEDULING OF HEARINGS

A. Hearing prerequisites: A complainant does not have a right to a formal grievance hearing unless the Complainant has satisfied the following prerequisites to such a hearing:

- i. The Complainant has requested a hearing in writing.
- ii. The Complainant has completed the informal settlement conference procedure or has requested a waiver for good cause which has been granted.
- iii. If the matter involves the amount of rent which _GCHA

claims is due under the Complainant's lease, the Complainant shall have paid to GCHA in amount equal to the amount due and payable as of the first of the month preceding the month in which the complained of act or failure to act took place. In the case of situations in which hearings are, for any reason delayed, the Complainant shall thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. These requirements may be waived in writing by the GCHA in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure; provided, that failure to make payment shall not constitute a waiver of any right the Complainant may have to contest the GCHA's disposition of the grievance in any appropriate judicial proceeding.

B. Time, Place, Notice.

- i. Upon Complainant's compliance with the prerequisites to a hearing set forth above, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the Complainant and GCHA, not later than the **tenth business day** after Complainant has completed such compliance. (in the case of a panel, if all three appointed members of the panel are not able to agree upon a date and time convenient to all panelists, on or before the last date before the hearing permitted under this procedure, they shall immediately so inform GCHA. If two panelists can agree upon a date and time, GCHA shall reappoint a third panelist who shall be available at the time agreed upon by the two who can agree. If none of the panelists can agree upon a time, a new panel shall be appointed.)
- ii. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the Complainant and the appropriate GCHA official, who, unless otherwise designated, shall be the executive director.

X. PROCEDURES GOVERNING HEARINGS

A. Fair Hearings.

The hearings shall be held before a hearing officer or hearing panel as described above in Section VIII. The Complainant shall be afforded a fair hearing, which shall include:

- i. The opportunity to examine before the hearing any GCHA documents, including records and regulations that are directly relevant to the hearing.

The Complainant will be allowed to copy any such document at the Complainant's expense. If GCHA does not make the document available for examination upon request by the Complainant, GCHA may not rely on such document at the grievance hearing.

- ii. The right to be represented by counsel or other person chosen as the Complainant's representative and to have such person make statements on the Complainant's behalf.
- iii. The right to a private hearing unless the Complainant requests a public hearing.
- iv. The right to present evidence and arguments in support of the Complainant's complaint, to controvert evidence relied on by GCHA and to confront and cross-examine all witnesses upon whose testimony or information the GCHA or its management relies.
- v. A decision based solely and exclusively upon the facts presented at the hearing.
- vi. In the event of a hearing by a panel, a decision made by a majority of two of the three panelists will decide the grievance.

B. Prior Decision In Same Matter.

The hearing panel or officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.

C. Failure to Appear.

If the Complainant or GCHA fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for a period not to exceed **five business days** or may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer or hearing panel shall notify the Complainant and GCHA of the determination.

The failure to attend a grievance hearing shall not constitute a waiver of any right, which the Complainant may have to contest GCHA's disposition of the grievance in an appropriate judicial proceeding.

D. Required Showing of Entitlement to Relief.

At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and afterwards the GCHA must sustain the burden of justifying GCHA's action or failure to act against which the complaint is directed.

E. Informality of Hearing.

The hearing shall be conducted informally by the hearing officer or hearing panel, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

F. Orderly Conduct Required.

The hearing officer or hearing panel shall require GCHA, the Complainant, counsel, and other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

G. Transcript of Hearing.

The Complainant or GCHA may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

H. Accommodation to Handicapped Person.

GCHA must provide reasonable accommodation for persons with disabilities to participate in grievance hearings. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

XI. DECISION OF THE HEARING OFFICER OR HEARING PANEL

At or subsequent to the completion of the grievance hearing, the hearing officer or panel shall make a determination as to the merits of the grievance and the following provisions shall govern:

- A. Written Decision.** The hearing panel or officer shall prepare a written decision, together with the reasons for the decision within **ten business days** after the completion of the hearing.

- i. A copy of the decision shall be sent to the Complainant and GCHA. GCHA shall retain a copy of the decision in the Complainant's tenant folder.
- ii. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by GCHA and made available for inspection by any prospective Complainant, his representative, or the hearing panel or hearing officer.

B. Binding Effect. The written decision of the hearing officer or hearing panel shall be binding upon GCHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless GCHA's Board of Commissioners determines, within **ten business days**, and properly notifies the Complainant of its determination, that:

- i. the grievance does not concern GCHA action or failure to act in accordance with or involving the Complainant's lease or GCHA's regulations which adversely affect the Complainant's rights, duties, welfare or status, or
- ii. the decision of the hearing officer or hearing panel is contrary to applicable Federal, State, or local law, HUD regulations, or requirements of the annual contributions contract between HUD and GCHA.

C. Continuing Right of Complainant to Judicial Proceedings. A decision

by the hearing panel or officer or Board of Commissioners in favor of GCHA or which denies the relief requested by the Complainant, in whole or in part, shall not constitute a waiver of, nor affect in any manner whatever, any rights of the Complainant to a trial or judicial review in any judicial proceedings, which may afterwards be brought in the matter.

XII. NOTICES

All notices under this grievance procedure shall be deemed delivered: (1) upon personal service upon the Complainant or an adult member of the Complainant's household, or (2) upon the date receipted for or refused by the addressee, in the case of certified or registered U.S. Mail, or (3) on the second day after the deposit of the notice for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

If a Tenant is visually impaired, any notice delivered to such Tenant shall be in an accessible format.

XIII. MODIFICATION

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of GCHA, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the foregoing, any changes proposed to be made to this grievance procedure must provide for at least 30 days (counting non-business days and holidays) advance notice to tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by GCHA before final adoption of any amendments or changes to this grievance procedure.

XIV. MISCELLANEOUS

A. Captions: Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

B. Concurrent Notice: The Complainant should be aware that a notice to vacate or a notice to quit which is required by New Jersey State law will run concurrently with a notice of lease termination required by Federal law.

GLOUCESTER CITY HOUSING AUTHORITY
101 MARKET STREET, GLOUCESTERCITY, NJ 08030

AMENDMENT TO PUBLIC HOUSING LEASE

Tenant:

The lease, dated _____, between the above named
tenant
and the Gloucester City Housing Authority
for _____ is hereby amended as
follows: Effective _____ it is hereby agreed that the
tenant will lease the premises in the existing lease for a new term which will be in effect from this
date through _____. Rent: _____, Family
Status: _____, Additional security: _____. This new term
supersedes the previous term of the lease so that the lease will terminate and the tenancy will
end on _____.

This amendment shall immediately take effect with the other terms and conditions of the existing
lease remaining in full force and effect for the remainder of the new lease term.

Tenant: _____

GLOUCESTER CITY HOUSING AUTHORITY

By: _____

Date: _____

GLOUCESTER CITY HOUSING AUTHORITY

PET POLICY AND PERMIT

5/99

Purpose

The purpose of the Gloucester City Housing Authority Pet Policy is to insure that those residents who desire pets are responsible pet owners, and that those residents who do not desire pets are not inconvenienced by pets on the premises. It also is intended to assure that pets on premises are properly cared for. Further goals of this policy are to assure a decent, safe, and sanitary living environment for existing and prospective tenants, and to protect and preserve the physical condition of the premises and the financial interest of the Gloucester City Housing Authority ("GCHA") in the premises. Pets may not leave owner's apartment except where noted. Such pets will not be allowed to roam either in the buildings or on the grounds.

OWNING A PET WITHIN THE GLOUCESTER CITY HOUSING AUTHORITY'S PROPERTIES IS A PRIVILEGE THAT MUST NOT BE ABUSED.

General Policy

All pets permitted within the Gloucester Towne building and Scattered Sites will be with the approval of the Management office. Permission to maintain a pet will not be unreasonably withheld if all terms of this Pet Policy are met and the presence of the pet on the premises does not frustrate the purpose and goals of this Pet Policy as set forth above.

Security Deposit

A security deposit of \$200 for a cat or dog and \$75 for any other allowed pet type (see "Types of Pets Allowed") is required before entrance of a pet. This is an obligation in addition to any other financial obligations generally imposed on tenants by terms of their leases. The GCHA will use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the project, including (but not limited to) the cost of repairs and replacements to, and fumigation of, the tenant's apartment. The GCHA will refund any unused portion of the pet deposit to the tenant within 30 days after the tenant moves from the apartment. The pet deposit is not part of the rent payable by the tenant.

Damages

Pet owners are responsible for paying the total cost of repairing any damages caused by a pet to any property owned by the GCHA in excess of the security deposit, whether the damages are within the apartment or outside on the grounds, including any part of the building itself. This includes furniture and shrubbery, walls, windows, rugs, etc. The Management will assess reasonable costs for damages.

Tenants desiring pets must fill out a Pet Permit and sign this Pet Policy before any pet is introduced into the apartment. If the tenant refuses to sign, no pet will be permitted.

GUESTS MAY NOT BRING THEIR PETS ONTO GLOUCESTER CITY HOUSING AUTHORITY PROPERTY AT ANY TIME.

Types of Pets Allowed

Pets permitted per household include:

- one dog; or
- one cat; or
- one bowl or tank of fish (maximum tank size - twenty gallons); or
- two caged birds (parakeets or canaries only); or
- one small caged animal (i.e. rabbit or Guinea pig or hamster or gerbil).

Any exceptions are subject to the judgment of the management.

The City of Gloucester must legally license all dogs and cats and a copy of the license must be submitted. All adult dogs must be housebroken. The weight of a dog may not exceed 25 pounds.

Neutering

Neutering of dogs and cats are strongly urged. If the dog or cat is not neutered and becomes a problem (howling, spraying), it may be removed from the premises pursuant to any means or procedure referred to in the section of this policy on "Pet Removal".

Pet Offspring

No pet, already pregnant, may be introduced into any unit. No pet offspring will be allowed. Tenants are advised that pets that become pregnant while residing in Housing Authority properties are often pets that have been allowed to roam, escaping the attention of their owner. Such pets and free-roaming pets may be removed from the premises pursuant to any means or procedure referred to in the section of this policy on "Pet Removal". Since the GCHA **strongly urges neutering**, such cases will be looked upon with extreme disfavor.

Medical Care

A certificate or letter from the veterinarian, establishing that the pet is in good health and its shots are current, must be presented to the Executive Director before any pet is allowed in the apartment.

All shots must be kept up to date each year and proof submitted at tenant's annual recertification

Dogs and cats must have proper medical shots as listed:

distemper and rabies for dogs and cats,
others, as recommended by veterinarian or required by State or local law, ordinance or regulation

Puppies and/or kittens may be admitted with the preliminary shot only, as long as the tenant provides proof within three months that the necessary succeeding shots are administered by a veterinarian.

The GCHA strongly recommends that a tenant in the process of choosing a pet look either licensed animal shelter to find a suitable pet that needs a home.

If a tenant owns a pet that, in the opinion of a licensed veterinarian, requires extensive medical care that is beyond the financial means of the owner, the owner is advised to consult the Management as to alternate means of payment before the pet is destroyed.

Pet Behavior

If, in the opinion of the Management and after three warnings to the owner, a pet continues to be obstreperous, noisy and a nuisance to neighbors, the pet shall be by any means or procedure referred to in the section of this policy on "Pet Removal".

If a pet jumps on, growls at, or bites a resident, the pet may be removed immediately at the discretion of the Management pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".

Dogs: Dogs may pass through halls, elevators and public spaces for the purpose of being walked, going to the veterinarian, going on vacation, or going to other homes. They must be leashed or held by their owners when in transit. **They may not roam at will.** Pets are not allowed to defecate or urinate on GCHA property. Owners must comply with the city of Gloucester's regulations on pet defecation.

The Gloucester Code 89-9 States, ["No person owning, keeping or harboring a dog shall permit, suffer or allow said dog to do any damage to any shrub, tree or other property in any street, park or other public place in the city of Gloucester, soil, defile or commit any nuisance upon any sidewalk, pedestrian street crossing, school yard or municipal playground."]

If a dog accidentally defecates on GCHA property, the owner is responsible for removing and properly disposing of said waste. If not done, this will be grounds for removal of the pet pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal". If the dog urinates on the grass, shrubs, trees or flowers on GCHA grounds, the owner is responsible for any and

all replacement costs of damage incurred. The pet will be removed after three warnings pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".

Cats: Cats will not be permitted outside of their apartments unless they are caged or held by their owner when in transit. **They may not roam at will.** Cats may pass through halls, elevators or public spaces only for the purpose of going to the veterinarian, going on vacation or going to other homes. Cats must use owner's litter pans and may not use the grounds to defecate or urinate.

Care of the Apartment

Apartments containing pets must be kept clean and free of odors at all times. The GCHA strongly recommends de-clawing of cats, proper veterinarian care and the neutering of all dogs and cats. (See section on "Neutering.")

Commercial cat litter (not sand, newspaper or earth) must be used for cats. Pans must be cleaned daily and kept odor free. Litter must be disposed of in double, tied plastic bags. **LITTER MUST NOT BE FLUSHED DOWN TOILETS, SINKS OR TUBS.**

Absence of Owner

No pet may be unattended for more than 24 hours. If a pet owner wants to go on vacation or becomes ill, arrangements must be made for proper care of the pet. If the management finds the pet not properly cared for, the pet will be immediately removed to a shelter pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".

Pet owners must leave with the management the name and address of a person to contact if the tenant cannot take proper care of their pet.

Abuse of Pets

TENANTS ARE REMINDED THAT PETS NEED LOVE, PROPER FOOD, FRESH WATER, PROFESSIONAL HEALTH CARE AND GOOD GROOMING. DOGS REQUIRE WALKING AS NEEDED.

If, in the opinion of the Management, a pet is not being properly cared for, the pet will be removed after one warning pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal". If a pet is physically abused, the pet will be immediately removed pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".

Pet Removal

A pet may be removed from the premises pursuant to any State or local laws, ordinances or regulations, or pursuant to the GCHA grievance hearing procedure. The GCHA reserves the right to

choose the most expeditious remedy, process or procedure available according to the circumstances or urgency of the case.

In the event that State or local laws, ordinances or regulations differ or conflict with the provisions or requirements of the GCHA grievance procedure in any way, the Management may pursue the most expeditious remedy or procedure, including any State or local remedy or procedure to the exclusion of the GCHA grievance procedure as permitted by law and 24 Code of Federal Regulations Part 942.

Nothing prohibits the GCHA or an appropriate community authority from requiring the removal of any pet from a premises, if the pet's conduct or condition is duly determined to constitute, under the provisions of State or local law, a nuisance or a threat to the health or safety of other occupants of the GCHA premises or other persons in the community where the project is located. This includes, but is not limited to, situations in which immediate action is needed for removal of any pet from the premises pursuant to State or local laws, ordinances or regulations to preserve the health, safety or welfare of the pet, or the health, safety, welfare, or right to peaceful enjoyment of the premises of any person.

Tenants are advised that pets may, among other things, be seized, impounded and disposed of, for a variety of State and local animal violations including, but not limited to: stray pets, pets creating a threat to public health, safety or welfare, injury caused by pets, and cruelty to pets.

In cases in which State or local remedies, processes or procedures are not initially utilized for removal of the pet, any decisions made by judgment of the management that a pet must be removed from the premises shall be presented in writing to the owner, in which case the owner may request a grievance hearing pursuant to the GCHA grievance procedure.

Death of Pet

The pet owner is responsible for arranging for disposal of any dead pet. The remains of the pet must be removed from GCHA property.

When you vacate

The pet owner must pay the full fees for professional rug shampooing, deodorizing and/or defleaing of the apartment if, in the judgment of the management, it is necessary before a new tenant can take possession of the apartment and such fees are in excess of the security deposit.

Incorporation into Lease

This Pet Policy is incorporated by reference into the Lease of each Tenant of the Gloucester City Housing Authority. This Pet Policy shall be publicly posted in a conspicuous manner in the GCHA's office and shall be made available to any Tenant.

Miscellaneous

Captions. Captions or paragraph headings contained in this lease are set forth for convenience of reference only and do not affect the substance of the paragraphs so captioned.

Counterparts. The signing of this Pet Policy by the Tenant and GCHA may be executed in several counterparts, each of which shall be considered to be an original.

Survival of Portions of the Policy. If any portion of this Pet Policy is invalid or contrary to law, the rest of the policy shall remain in effect.

No Waiver. The failure of the GCHA or the Tenant to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other causes.

GLOUCESTER CITY HOUSING AUTHORITY
PET PERMIT

Parties and Dwelling Unit

The parties of this permit are the Gloucester City Housing Authority ("Management") and

Tenant Name

Address

The tenant is allowed the following pet _____.

Pet Security Deposit The tenant has deposited \$_____ with the Housing Authority. The Housing Authority will hold the pet security deposit until the tenant vacates the apartment.

License The tenant agrees to file a copy of any Municipal Registration or license with the Housing Authority **before the pet is admitted** and to keep same current. Proof must be submitted at each annual recertification.

Inoculations The tenant agrees to keep the pet properly inoculated for rabies and distemper and to keep same current. Proof must be submitted **before the pet is admitted** and at each annual recertification.

Damages The tenant agrees to assume all personal financial responsibility for damages to any personal or project property caused by the pet and assumes personal responsibility for personal injury to any party caused by the pet.

Emergency Provision The following person(s) have agreed to be responsible for taking care of the pet in the absence of the pet's owner:

Name

Address

Phone #

Failure to Comply with Pet Policy The Tenant agrees to comply with the rules of the GCHA Pet Policy. Any violation of the rules of the GCHA Pet Policy may be grounds for removal of the pet or termination of the pet owner's tenancy (or both), in accordance with the provisions of 24 CFR part 942 (governing pet ownership in public housing), 24 CFR part 966 (governing lease and grievance procedures), New Jersey State Law, and local law.

Tenant Signature and Date

_____ HOUSING AUTHORITY

By: _____

GLOUCESTER CITY POLICE DEPARTMENT

REQUEST FOR CRIMINAL HISTORY RECORD INFORMATION

GLOUCESTER CITY HOUSING AUTHORITY

ORI Number

Please conduct a name search of your files and forward a copy of any Criminal History Record Information you have regarding the named subject, which meets dissemination criteria for the stated purpose.

(TYPE OR PRINT ALL INFORMATION)

Name _____ SBI
Number _____

(Last name in Caps) (First Name) (Middle)
Address _____
FBI Number _____

(Number) (Street) (City) (State)
DOB Sex Race Social Security Number
Requesting Agency use Only

(Month) (Day) (Year)

SECURITY CHECK AUTHORIZATION (Waiver)

Gloucester City Chief of Police:

As indicated above, I have applied for Non-Criminal Justice employment, licensing, housing assistance or as a volunteer participant in a Block Parent/Helping Hand Type Program. For the purpose of this application, I hereby authorize the release of any Criminal History Records Information maintained by your agency, meeting dissemination criteria for the started purpose to the Gloucester City Housing Authority

Any such information released as a result of this authorization shall be used for the express purpose of processing the above indicated application.

Signature of Applicant

Date

REQUEST FOR INFORMATION

I am requesting a copy of my police file.

Name

Address _____

Date of Birth

Social Security Number

Signature

If there is no Police File, please certify to this fact below.

CERTIFICATION

I, _____, Officer of the _____ Police Department hereby
certify that I

have reviewed the municipal police files and find no record for

_____.

Signature

Date

POLICE SEAL

[HOUSING AUTHORITY LETTERHEAD]

[Date]

[Resident's Name]

[Resident's Address]

, NJ

Dear _____:

As part of our screening process we contact the state police department for a criminal background check. The initial screening indicates that further investigation is needed. In accordance with HUD Notice PIH 98-20 dated April 7, 1998, you must come to the office and pick up a fingerprint card; take it to the Madison Police Department where they will take your fingerprints. Then return the card and the enclosed form to the Housing Authority office within 24 hours.

Please fill out the enclosed form and bring it with you when you come to the office to pick up the fingerprint card.

If we do not hear from you within 10 days we will assume you are no longer interested in our public housing and remove your application from the waiting list.

Very truly yours,

_____ HOUSING AUTHORITY

Housing Manager

[HOUSING AUTHORITY LETTERHEAD]

APPLICANT FOR PUBLIC HOUSING

INFORMATION FOR FINGERPRINT CARD

7/98

Fill out this form and bring it, along with photo ID or two other forms of identification and the fingerprint card, to the _____ Police Department.

Full
Name _____

Address _____

Date of Birth _____ Place of
Birth _____

Sex _____ Race _____ Height _____ Weight _____ Eyes _____
Hair _____

Social Security Number _____

Armed Forces Number_____

Aliases_____

Employer
Name_____

Employer
Address_____

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THE GLOUCESTER CITY HOUSING AUTHORITY

SEXUAL HARASSMENT POLICY AND PROCEDURES

POLICY

It is the Authority's policy to maintain a working environment free from all forms of sexual harassment of any employee or applicant for employment. Sexual harassment in any manner or form is expressly prohibited and will not be tolerated. The Authority is committed to vigorously enforcing this policy against sexual harassment.

OBJECTIVE

To ensure every Authority employee with a professional and business-like environment clear of harassment on account of an employee's sex. In furtherance of this policy, the Authority does not condone and will not permit sexual harassment of any employee. Every employee must abide by this policy. Anyone who violates this policy will be subject to disciplinary action up to and including discharge.

DEFINITION OF SEXUAL HARASSMENT

The Federal Equal Employment Opportunity Commission ("EEOC") has issued guidelines on sexual harassment under Title VII of the 1964 Civil Rights Act. Sexual Harassment under the EEOC guidelines, Section 1604.11 (29 CFR Chapter XIV, part 1604) is defined below:

- (a) Harassment on the basis of sex is a violation of Sc. 703 of Title VII. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when [:]
 - (1) Submission to such conduct is made explicitly or implicitly a condition of an individual's employment;
 - (2) Submission to or rejection of such conduct is used as a basis for employment decisions affecting such individual ; or
 - (3) Such conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating hostile, or offensive work environment.

EXAMPLES OF PROHIBITED CONDUCT

The Authority considers the following conduct to represent some of the types of action, which may violate the sexual harassment policy:

Unwanted physical contact, foul language, sexually oriented propositions, jokes or remarks, obscene gestures or the display of sexually explicit pictures, cartoons or other materials which may be considered offensive to another employee and thus, will not be permitted or tolerated.

The above list is not meant to be exhaustive but is included to provide examples of prohibited action.

COMPLAINT PROCEDURES

The purpose of this policy is to provide employees with a convenient, confidential and reliable method for reporting incidents of sexual harassment.

Any employee who believes that he or she has been or is being sexually harassed should tell or otherwise inform, if feasible, the harasser that the conduct is unwelcome and must stop. If this course of action is not feasible, or if it is not successful, then the employee should immediately report such incidents to the board of commissioners. All complaints of sexual harassment will be investigated in as discreet and confidential fashion as possible. No person will be adversely affected in employment with the Authority as a result of bringing a complaint of sexual harassment.

Disciplinary Action to be taken will be based upon the facts established during the investigation and may include written warnings, suspension or discharge.

DUTIES OF EMPLOYEES

All employees of the Authority are responsible for assuring that a workplace free of sexual harassment is maintained. Any employee may file a sexual harassment complaint regarding incidents experienced personally or incidents observed in the workplace. Do not assume that the Authority is aware of the problem. It is the employee's responsibility to bring the complaints to the Authority, so that the Authority can help resolve them. The Authority strives to maintain a lawful, pleasant work environment where all employees are able to effectively perform their work without interference.

I, _____, acknowledge that I was furnished with a copy of this policy on

the _____ day of _____ 1999, and that I have read same.

Signature

GLOUCESTER CITY HOUSING AUTHORITY

POLICY

SEXUAL HARASSMENT AND OTHER FORMS OF DISCRIMINATION

The Gloucester City Housing Authority is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, the Authority will not tolerate harassment of employees or others in the work place by anyone, including any supervisor, co-worker, vendor, or member of the public.

The law prohibits discrimination in employment or in the provision of public services based on a person's protected status, such as race, creed, color, national origin, ancestry, age, marital status, sexual orientation, sex, mental or physical disability, veteran status, or familial status.

Sexual harassment is a form of discrimination based on sex. Under federal law, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of sexual harassment include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or teasing, jokes about gender-specific traits, obscene, foul, or sexist printed or visual material, or unwelcome sexual touching.

Harassing conduct does not have to be sexual in nature. Harassing conduct that appears to be non-sexual will constitute sexual harassment if it occurs because of an employee's sex and it creates a hostile work environment or is made a term or condition of the individual's employment.

Discriminatory harassment is not limited to harassment based on sex. Harassing conduct based on a person's race, creed, color, national origin, ancestry, age, marital status, sexual orientation, mental or physical disability, veteran status, or familial status may constitute unlawful discrimination.

All employees of the Housing Authority are responsible for taking action to maintain a work environment that is free of harassment and other forms of discrimination.

An employee who believes that he or she has experienced or witnessed harassment is to promptly notify his or her immediate supervisor, the President of the PRD Management, or the Authority's Chairperson.

A supervisor receiving a verbal or written report of harassment shall notify the Authority's Chairperson and PRD Management and forward the written report to that official. If the report was verbal, the supervisor shall request the complainant to reduce it to writing. The supervisor shall also take immediate action to limit the involved employees from further work contact.

Upon receiving a report of harassment, the Housing Authority will inform the alleged harasser that a complaint has been filed against him or her, that the Authority prohibits retaliation against anyone who reports harassment or cooperates in the investigation of the complaint, and that he or she may submit a written response to the charges.

The Authority will authorize an investigation of the complaint in a thorough and expeditious manner. In the course of an investigation, all persons interviewed will be reminded that the parties involved in a charge are entitled to respect, and that any retaliation or reprisal against a complainant who cooperates in the investigation is prohibited.

At the conclusion of the investigation, a report of findings and recommendations will be furnished to the board commissioners. The authority shall determine whether corrective action, including disciplinary action, is warranted. He or she will inform the complainant and the alleged harasser of the outcome of the investigation. A written record of any action taken pursuant to this policy will be placed in the offending employee's personnel file. Any employee who violates any aspect of this policy shall be subject to immediate disciplinary action, including termination.

The Housing Authority forbids retaliation against anyone for reporting discriminatory harassment, assisting in making such a report, or cooperating in an investigation of such a report. The Authority and its agents will respect the confidentiality of the complainant and the alleged harasser consistent with the Authority's legal obligations and the necessity to investigate allegations of harassment and take disciplinary action as warranted.

THE GLOUCESTER CITY HOUSING AUTHORITY

SEXUAL HARASSMENT COMPLAINT FORM

The Gloucester City Housing Authority has maintained a policy that all of its employees must be free from harassment, including sexual harassment. As part of that policy, the Authority is committed to investigating claims of such harassment, and taking appropriate disciplinary or other actions when the facts show that harassment has occurred. In order that the Authority may conduct an investigation of your concerns, please complete the form below:

Date Received

(Use Date Stamp or Clock)

1. Employee's Name:

2. Title:

3. Department:

4. Supervisor:

5. I wish to complain about the following events:

(Use additional sheets of papers as required)

A. Date: _____

B. Time: _____

C. Location or Building: _____

6. _____
Signature of Employee

Print Name

Received By: _____

Should you wish the Authority to disclose certain information you have provided it, please specify that information below. The Authority will try to honor such requests consistent with its obligations to identify and correct instances of harassment, including sexual harassment.

**XII - NOTICE TO ALL EMPLOYEES OF PRD MANAGEMENT, INC. AND ITS
PROJECTS**

In accordance with Drug-Free Work Place Act of 1988, it is unlawful to manufacture, distribute, dispense, possess or use a controlled substance in the work place.

If an employee violates this prohibition, the employee may be immediately terminated in accordance with the company discipline section of the employee manual.

It is also a requirement that all employees receive a copy of this notice, and that they notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such conviction.

I understand and agree to abide by this policy. I understand that the safety of others in the workplace can be seriously compromised by an employee using controlled substances.

I certify that I do not currently and will not use any controlled substance, at any time, while in the employ of PRD Management Inc. I understand that I may be required to submit to tests for drug use at any time without prior notice during the course of my employment. I understand that my employment will be terminated for the use of controlled substances.

Employee Signature: _____ Date: _____

PUBLIC HOUSING DWELLING LEASE

Lease #

LANDLORD: GLOUCESTER CITY HOUSING AUTHORITY

101 Market Street
Gloucester City, NJ 08030

TENANT: _____

**DESIGNATION OF DWELLING UNIT ("Premises")
LEASED TO TENANT:**

Apartment # _____

In the Building at _____

No. of Bedrooms _____

The Gloucester City **Housing Authority** ('GCHA'), a body corporate organized and existing under the laws of the State of New Jersey, enters into this Dwelling Lease for the above referenced residential premises in reliance upon the representations made to it by the **Tenant**, _____, as to his/her household composition, employment, and income of head of household and members of the household. The GCHA and the Tenant agree to lease the premises according to the following terms and conditions of the lease.

1. HOUSEHOLD COMPOSITION:

Tenant agrees that the persons identified below are the only members of his/her household that will reside at the leased premises:

Names of Household Members Relationship to Tenant Date of Birth

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. LEASE/TERM OF LEASE:

__HA hereby rents, demises and leases the premises described above to the Tenant for the following term (subject to earlier termination as hereinafter provided). The term of this Lease shall begin on _____, 199_, and continue until _____, 200_. At the expiration of that term the lease, unless renewed by the parties signing a Lease Renewal Rider, will become a month-to-month tenancy, with the rest of the Lease remaining the same.

Modifications to the lease shall be made pursuant to Section 15 of this lease. Upon agreement of the parties, provisions of this lease may be renewed by incorporation of this document into a lease amendment or rider that sets forth any new or changed provisions of the lease.

3. PAYMENTS DUE UNDER THE LEASE:

The amount of rent is subject to change as determined by __HA in accordance with federal regulations during the term of the Lease.

(a) Rent for the period beginning _____, 199_, and ending at midnight on _____ 200_, is \$ _____. Thereafter, monthly rent in the amount of \$_____ will be due in advance on or before the first day of each month. Payments will be delivered to the __HA office located at _____. Payments made as rent will be applied to any outstanding balances that may include rent, utilities, repair charges, or any other balances owed.

(b) **Security Deposit:** Tenant agrees to pay a security deposit in the total amount of \$_____ which will be paid at the signing of the Lease. The initial security deposit will not exceed one month's rent.

The security deposit is made to the __HA as security that the Tenant will comply with all the terms of this Lease. If the Tenant complies with the terms of this Lease, the __HA will return this deposit within 30 days after the end of the Lease, including any extension. The __HA may use as much of the deposit as necessary to pay for damages resulting from the Tenant's occupancy or from the Tenant's failure to comply with any agreement in this Lease. If this occurs prior to the Lease termination, the __HA may demand that the Tenant replace the amount of the security deposit used by the __HA. The __HA will fully comply with the Rent Security Law (N.J.S.A. 46:8-19 et seq.). This includes depositing the security deposit in an interest bearing account, and notifying the Tenant, in writing, of the name and address of the banking institution where the account is kept. The Tenant is entitled to receive any interest that may be due pursuant to N.J.S.A. 46:8-19 et seq., as an annual payment on the anniversary or renewal date of the lease. However, the __HA policy states that all interest is held until such time as the Tenant vacates the unit.

(c) **A Schedule of Charges** to Tenants for maintenance and repair beyond normal wear and tear shall be posted in the management office. Charges are due and payable on the date stated in the notice in which the charge is made, but not sooner than 14 days after delivery of the notice.

(d) **Late Charges:** All rent not received in full by the 5th of the month will be assessed a late charge of \$__. This provision does not create a "grace period". Charges are due as part of the rent and payable on the date stated in the notice in which the charge is made, but not sooner than 14 days after delivery of the notice.

(e) **Attorney, Court and Eviction Costs:** Tenant will be charged a fee to cover costs and/or reasonable attorney's fees the court may award whenever the __HA incurs costs and attorney fees in connection with legal proceedings in which the Tenant does not prevail in the court action.

Counsel fees will be considered as "additional rent" payable to the _____ Housing Authority for the purpose of summary dispossession actions.

In the event of an eviction, the Tenant gives the __HA permission to remove from the unit and then from the public way and store any personal property left in the unit and to dispose of such property as prescribed by law and agrees that the Tenant will be responsible for the actual costs for removing any personal property from the unit, and any other costs directly associated with the eviction. The procedure and time of notification for the __HA's removal of personal property are set forth in section 12(k)(2) of this Lease.

In the event of the Tenant's eviction or the termination of the tenancy, the Tenant will remain liable for the payment of rent and costs due to __HA through date of eviction or the termination of the tenancy.

(f) **Utilities:** The __HA agrees to furnish the following utilities:

Heat_____ Hot Water_____ Cold Water_____ Gas_____ Electricity_____

A refrigerator and range will be provided. No charge will be imposed for providing these appliances. The __HA will not be responsible for failure to furnish utilities by reason of any cause beyond its control.

4. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

Tenant agrees that any changes in household composition whereby any persons other than the household members identified in Section 1 of this Lease begin to reside at the leased premises, or any of the persons identified in Section 1 of this Lease discontinue residing at the leased premises, or any change in income of Tenant or household members, must be reported to the __HA in writing within 10 days of the occurrence of such change, and once each year when requested by the __HA for

recertification. Tenant also agrees to furnish accurate information to the __HA as to identity, income, and employment of all persons residing upon leased premises. This information shall be used by the __HA in determining whether the rental should be changed and whether Tenant is still eligible for the particular dwelling unit. Tenant also shall give the __HA authorization to verify all sources of income. This determination will be made in accordance with the approved Admission, Occupancy and Rental Policy in the __HA's office.

(a) Rentals fixed in Section 3 hereof or as adjusted pursuant to the above will remain in effect for the period between rent determinations.

Where the Tenant, intentionally or by mistake, has misrepresented or failed to submit to the __HA any facts required for the determination of rent, the __HA may charge and collect as rent the difference between the rent actually paid and the rent which would have been due had the proper information been submitted by the Tenant. The __HA shall also have available in such event, at its option, the remedy of termination as provided in Paragraph 12(a)(8) of this Lease. If this Lease is an extension of occupancy by the Tenant under a prior lease or leases with the __HA, such amount due under the prior lease or leases may be charged and collected as if the same had occurred hereunder.

(b) In the event of any rent adjustment pursuant to the above, the __HA will mail or deliver a "Lease Amendment" to the Tenant in accordance with Section 11 hereof. In case of a rent decrease, the adjustment will become effective the first of the month following the change in circumstances, provided that the Tenant has reported such change at least 14 days before the first day of the month following the change. In the case of a rent increase, the adjustment will become effective the first of the next month following the change, unless such date is sooner than the 14th day after delivery of notice to Tenant concerning the change. In that event the change shall take effect on the first day of the second month following the change (unless the rent increase is the result of a change in household composition or income which is not reported within 10 days or results from a finding of a misrepresentation as provided above). The Tenant agrees to be bound by any change determined by the __HA to be necessary by application of this paragraph.

(c) If the __HA in its sole discretion determines that the size of the dwelling unit is no longer appropriate to the Tenant's needs, and a unit of the appropriate size is available, the Tenant shall be offered the other unit and shall move within 30 days unless otherwise authorized by the __HA. If the Tenant fails to accept the other unit, the __HA may terminate this Lease pursuant to the appropriate procedures described in this Lease. The Tenant shall not be required to move in cases of verified hardship due to employment or health reasons.

(d) When the __HA determines the amount of rent or determines that the Tenant must transfer to another unit based on family composition, the __HA shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the __HA determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the __HA's grievance procedure.

(e) If the Tenant's income from temporary assistance to needy families (TANF) is reduced due to noncompliance with an economic self-sufficiency [program, work activities requirement, and/ or fraud in the welfare program their rent will not be reduced.

(f) Minimum Rent Hardship Exemptions: The __HA shall grant an exemption from the minimum rent provision to any family making a request in accordance with HA policy in writing who is unable to pay that minimum payment because of financial hardship, which shall include:

- The family has lost eligibility for, or is awaiting an edibility determination for a federal, state or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and naturalization act who would be entitled to public health benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
- The family would be evicted as a result of the implementation of the minimum rent.
- The income of the family has decreased because of changed circumstances, including loss of employment.
- A death in the family has occurred which affect the family circumstances.
- Other circumstances which may be decided by the __HA on a case by case basis.

All of the above must be proven by the Tenant providing verifiable information in writing to the __HA prior to the rent being delinquent and before the lease is terminated by the __HA. If a Tenant requests a hardship exemption under this section, and the __HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety-day period beginning upon the making of the formal request for the exemption. A Tenant may not be evicted during the ninety-day period for nonpayment of rent. In such a case, the Tenant thereafter demonstrates that the alleged hardship is of a long-term nature and not temporary, the __HA shall retroactively exempt the Tenant from the minimum rent requirement for the ninety-day period past. This paragraph does not restrict nor prohibit the __HA from taking legal action to evict the Tenant for other violations of the lease.

5. OCCUPANCY:

The Tenant shall have the right to exclusive use and occupancy of the leased premises. Guests or visitors of the Tenant may be accommodated for no longer than a period of two weeks per visitor. "Guest" means a person in the leased unit with the consent of a household member. The Tenant must notify the __HA in writing of all overnight guests staying on the premises for more than two nights. The written notice must be given no later than the third day after the guest begins staying at the premises. The notice must indicate the period of time the guest will be staying at the leased premises. If any visit will extend beyond two weeks, the Tenant must notify the __HA in writing, stating the reasons for the extended visit, which must be authorized in writing by the __HA.

6. OBLIGATIONS OF __HA:

__HA shall be obligated, other than for circumstances beyond its control, as follows:

- (a) To maintain the premises and the project in decent, safe and sanitary condition.
- (b) To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- (c) To make necessary repairs to the premises.
- (d) To keep project buildings, facilities and common areas not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- (e) To maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the __HA.
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant household) for the deposit of garbage, rubbish and other waste removed from the premises by the Tenant in accordance with Paragraph 7 (g).
- (g) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year except where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- (h) To notify the Tenant of the specific grounds for any proposed adverse action by the __HA. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the Tenant to another unit, or imposition of charges for maintenance and repair.

When the __HA is required to afford the Tenant the opportunity for a hearing under the __HA's **grievance procedure** for a grievance concerning a proposed adverse action:

- (1) The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination, a notice of lease termination in accordance with HUD's code of federal regulations 24 CFR sec. 966.4(i)(3) shall constitute adequate notice of proposed adverse action. The notice requirements of 24 CFR sec. 966.4(i)(3) are incorporated into Paragraph 12(b) through 12(f) of this Lease.
- (2) In the case of a proposed adverse action other than a proposed lease termination, the __HA shall not take the proposed action until the time for Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) until the grievance process has been completed.

(i) To post schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated by reference into the lease in the ___HA's Office and to furnish such documents to Tenants and applicants upon request. Such schedules, rules and regulations of the ___HA may be modified from time to time provided that the ___HA give 30 Day notice to each affected family setting forth the proposed amendment or change, the reason(s) therefore, and provide the Tenant an opportunity to respond in writing to the amendment or change prior to its becoming effective. This notice will be delivered to the affected family by mail.

7. OBLIGATIONS OF THE TENANT:

Tenant shall be obligated as follows:

- (a) Not to assign the Lease or to sublease or transfer possession of the premises.
- (b) Not to provide accommodations for boarders or lodgers.
- (c) To use the premises solely as a private dwelling for Tenant and Tenant's household as identified in the lease, and not to use or permit its use for any other purposes. With the consent of the ___HA, members of the household may engage in legal profit-making activities in the dwelling unit where the ___HA determines that such activities are incidental to primary use of the leased unit for residence by members of the household.
- (d) To abide by necessary and reasonable regulations issued by the ___HA for the benefit and well being of the housing project and the Tenants. These regulations shall be posted in the ___HA office and are incorporated by reference in this Lease. Violation of such regulations constitutes a violation of this Lease; provided, however, that any such regulations shall be consistent with the terms of this Lease. In the event of a conflict between any such regulations and any provision of this Lease, the provision of the Lease shall govern.
- (e) To comply with all obligations imposed upon Tenants by applicable provisions of New Jersey State law, building codes and housing codes materially affecting health and safety.
- (f) To keep the premises, adjacent grounds and other such areas as may be assigned to Tenant's use in a clean, orderly and safe condition. If authorized in writing by the ___HA, the Tenant may paint or make minor repairs to the premises at his/her expense.
- (g) To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner.
- (h) To use only as intended and in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators. The Tenant shall use all electric, plumbing and other facilities safely, and use no more electricity than the wiring to the

premises or feeders to the Building can safely carry. The Tenant shall obey any written instructions of the __HA for the care and the use of the appliances, equipment, and other personal property on or in the premises.

(i) To refrain from, and to cause the household and guests to refrain from, destroying, defacing, damaging or removing any part of the premises or project.

(j) To act, and cause household members and guests (whether or not such persons' presence on the premises is then known by the Tenant or the Tenant is aware of the conduct of such persons) to act in a manner which is legal, orderly and which will not disturb the neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.

(k) To assure that the Tenant, any member of the Tenant's household, any guest (as defined to be a person on the premises with the consent of a household member) or any other person under the Tenant's control, shall not engage in:

(1) Any criminal activity on or off the __HA premises that threatens the health, safety, or right to peaceful enjoyment of the __HA's public housing premises by other residents or employees of the __HA, or,

(2) Any drug-related criminal activity on or near __HA's public housing premises or any activity by a Tenant or guest in which the __HA determines that a Tenant or guest is illegally using a controlled substance.

(3) Abuse of alcohol that the __HA determines has a reasonable cause to believe that such illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the __HA's public housing premises by other residents or employees of the __HA.

Any criminal activity in violation of the preceding shall be cause for termination of the tenancy, and for eviction from the unit. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in section 102 of the Controlled Substances Act, 21 U.S.C. 802.

The Tenant agrees not to engage in other criminal activity affecting the well being of other __HA public housing residents or employees while the Tenant is a resident in public housing. Any such criminal activity may also be a cause for termination of the tenancy, and for eviction from the unit.

Violations of this section (k) shall be considered to be a serious breach of the material terms of the lease. A criminal conviction or arrest is not necessary for this lease to be terminated and for eviction proceedings to be instigated. Criminal activity is cause for eviction without arrest or conviction.

(l) The Tenant agrees to abide by all the provisions of the __HA Pet Policy, and to keep no dogs, cats or other animals in or on the premises except as permitted by the __HA Pet Policy and other applicable laws and regulations. Provisions of this lease pertaining to the __HA Pet Policy are further outlined in Section 16 (g) of this Lease.

(m) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities or common areas caused by Tenant, Tenant's household or guests, or by Tenant's failure to report needed repairs. Any damage to the premises which is not described in the written report of inspection prior to Tenant's occupancy will be presumed to have been caused by Tenant.

(n) To permit the __HA, pursuant to the provisions of Paragraph 10, entrance to the premises for the purpose of performing periodic inspections, reading utility meters and routine maintenance for making improvements or repairs or to show the premises for re-leasing.

(o) To promptly report to the __HA any needed repairs to the Leased premises.

(p) To refrain from placing fixtures, signs or fences in or about the premises, or making changes or alterations to the premises, without prior revocable permission of the __HA in writing. All changes or additions made without the __HA's written consent shall be removed by the Tenant on demand by __HA at the Tenant's expense, and the premises shall be returned to its original state and condition.

(q) To comply with the provisions of any rider attached to and incorporated into this lease.

(r) To notify the __HA of any absence from the dwelling unit which exceeds 14 days.

(s) Illegal use or illegal possession of firearms and/or other weapons shall be grounds for eviction.

(t) To keep nothing in or on the premises which is flammable, dangerous or might increase the danger of fire or other casualty.

(u) To park motorized vehicles only in designated parking areas and never on grassy areas; not to display vehicles for sale; not to change oil, wash or make major repairs to such vehicles; to remove inoperative vehicles within 24 hours; to abide by all other provisions of the __HA parking policy.

(v) Tenant agrees to enter into a contract(s) with the local utility companies for utilities not furnished by the __HA, and agrees to maintain contract(s) in force and effect during tenancy for delivery of services to Tenant's premises. Tenant agrees that failure to maintain continuous utility service is considered to be a serious breach of this lease in that the cessation of service of gas, electricity or water is a threat to the safety and health of Tenants of the __HA. __HA will

not be held responsible or liable for failure to furnish utilities by reason of any cause beyond the __HA's control.

(w) To leave the dwelling unit upon vacating the premises in a clean and safe condition, normal wear and tear excepted, and to return all keys to the __HA. The Tenant shall remove all of the Tenant's personal property on the termination of the lease. Any property left by the Tenant in or about the premises after he/she vacates will be considered as abandoned and may be disposed of in accordance with Section 12(k)(2) of this Lease as the __HA sees fit. Reasonable and actual disposal costs may be charged to the Tenant.

(x) No to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the premises. This includes, but is not limited to BB guns and air-powered rifles.

(y) To abide by all provisions of the Quality Housing and Work Responsibility Act of 1998 including, but not limited to the 8 hours of community work per month.

(z) To abide by any barring notice which prohibits an individual from entering into or onto the premises owned and maintained by the __HA.

8. DEFECTS, HAZARDS TO LIFE, HEALTH OR SAFETY:

(a) The Tenant shall immediately report damages to the __HA.

(b) The __HA shall be responsible for repair of the unit within a reasonable time. If the Tenant, Tenant's household member or guests caused the damage, the reasonable cost of the repairs shall be charged to the Tenant.

(c) The __HA shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.

(d) In the event repairs are not made in accordance with subparagraph (b) of this paragraph, or alternate accommodations are not provided in accordance with subparagraph (c) of this paragraph, rent shall be abated in proportion to the seriousness of the damage and loss suffered by the Tenant, provided, however, that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant or the Tenant's household or guests.

(e) In the event the Tenant claims a rent adjustment under the provisions of this section, he/she shall pay the entire amount of rent due for the period for which a rent adjustment is claimed to the __HA to be held in escrow pending a decision in accordance with the grievance procedure referred to in Paragraph 13 of this Lease.

9. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:

(a) The __HA and the Tenant or the Tenant's representative shall inspect the premises prior to Occupancy by the Tenant. The __HA will furnish the Tenant with a written statement of the condition of the premises, the dwelling unit and the equipment provided with the unit. The __HA and the Tenant shall sign the statement, and a copy shall be retained by the __HA in the Tenant's folder.

(b) At the time the Tenant vacates the unit, the __HA shall inspect the unit and furnish the Tenant with a written statement of any charges to be made in accordance with paragraph 7 (m). The __HA shall notify the Tenant of the inspection and the Tenant and/or Tenant's representative may join in such inspection, unless the Tenant vacates the premises without prior notice to the __HA.

10. ENTRY OF PREMISES DURING TENANCY:

(a) The __HA shall, upon advance reasonable notification to the Tenant, be permitted to enter the dwelling unit during the hours of 8:00 a.m. and 8:00 p.m. for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing. A written statement specifying the purpose of management entry delivered to the premises at least two (2) days before such entry shall be considered advance reasonable notification; response to requests by Tenants for repairs and services would not require two days notice.

(b) The __HA may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists. If the Tenant is visually impaired, all notices must be in an accessible format.

(c) In the event that the Tenant and all adult members of the Tenant's household are absent from the premises at the time of entry, the __HA shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

11. NOTICE:

(a) Except as provided in Paragraph 10, notice to the Tenant shall be in writing and delivered to the Tenant or to an adult member of the Tenant's household residing in the dwelling or sent by prepaid first-class mail, properly addressed to the Tenant.

(b) Notice to the __HA shall be in writing, delivered to the __HA's office at _____, _____, New Jersey, or sent to that office by prepaid first-class mail, properly addressed to the __HA's office. If the Tenant is visually impaired, all notices must be in an accessible format.

(c) Notices sent by regular first class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service postage prepaid.

12. TERMINATION OF LEASE:

(a) If there has been a serious or repeated violation of material terms of the lease, the __HA reserves the right of re-entry that allows the __HA to terminate this lease and re-enter the premises. This is done through an eviction procedure in court to remove the Tenant.

The __HA shall not terminate or refuse to renew this Lease other than for serious or repeated violation of material terms of the lease. The following terms shall be considered material but are not an exclusive listing:

- (1) Obligations of the Tenant identified in Paragraphs 4 and 7 of this Lease.
- (2) Nonpayment of rent or other charges due under the Lease (including utilities, maintenance, repairs and security deposit).
- (3) Repeated late payment of rent.
- (4) Serious or repeated interference with the rights of other Tenants.
- (5) Serious or repeated damage to the premises.
- (6) Alteration, repair, sale, destruction or other disposition of the leased premises or any part thereof.
- (7) Failure to report a change of income, employment, identity of household members, or failure to provide any other information required by this Lease.
- (8) Misrepresentation (intentional or unintentional) of any material fact in the application for housing, or in any statements submitted to the __HA.
- (9) Violation of any rule or provision of the __HA Pet Policy. The __HA Pet Policy is incorporated into this Lease by reference.
- (10) Such change in household size or composition as to render inappropriate the Tenant's continued occupancy of the above premises.
- (11) Any of the following types of criminal activity by the Tenant, any member of the household, a guest, or another person under the Tenant's control, shall be cause for termination of the tenancy:

a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the ___HA's public housing premises by other residents or employees of ___HA.

b. Any drug-related criminal activity on or near such premises as defined in paragraph 7(k) of this lease.

(12) Serious or repeated violation of any of the rules or regulations applicable to the Tenant's dwelling unit or the public housing premises as posted and in effect from time to time.

(13) Tenant is unable to care for oneself with or without the aid of a full or part time caretaker.

(b) The ___HA shall give written notice of termination of this Lease of:

(1) 14 calendar days in the case of failure to pay rent.

(2) A reasonable time commensurate with the exigencies and seriousness of the situation in the case of creation or maintenance of a threat to the health or safety of other Tenants or the ___HA's employees, but such reasonable time shall not exceed 30 days,

(3) 30 calendar days in all other cases.

(c) The notice of lease termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. The notice shall also inform the Tenant of the right to examine ___HA's documents directly relevant to the termination or eviction. When the ___HA is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the ___HA's grievance procedure.

(d) A notice to vacate, which is required by New Jersey State or local law, may be combined with or run concurrently with a notice of lease termination.

(e) When the ___HA is required to afford the Tenant the opportunity for a hearing under the ___HA's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice to vacate under New Jersey State or local law has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) until the grievance process has been completed.

(f) When the ___HA is not required to afford the Tenant the opportunity for a hearing under the administrative grievance procedure for a grievance concerning the lease termination, and the ___HA has decided to exclude such grievance from the grievance procedure, the notice of lease termination shall:

(1) State that the Tenant is not entitled to a grievance hearing on the termination.

(2) Specify the judicial eviction procedure to be used by the __HA for eviction and state that the procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.

(3) State whether the eviction is for criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the __HA, or for any drug related criminal activity on or near such premises.

(g) The __HA may evict the Tenant from the unit only by bringing a court action.

(h) In deciding to evict for criminal activity, the __HA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the prohibited activity. In appropriate cases, the __HA may impose a condition that family members who engaged in the prohibited activity will not reside in the unit. The __HA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

(i) Notice to Post Office: When the __HA evicts an individual or family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, the __HA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the dwelling unit. This action will be taken so that the Post Office will terminate delivery of mail for such persons at the unit, and such persons will not return to the development for pickup of the mail.

(j) The __HA shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request, before an __HA grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, records and regulations which are in the possession of __HA, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such documents, records and regulations at the Tenant's expense. A notice of lease termination shall inform the Tenant of the Tenant's right to examine __HA's documents, records and regulations concerning such Tenant's termination of Tenancy or eviction. If __HA does not make documents available for examination upon request by the Tenant in accordance with this, __HA may not proceed with the eviction.

(k) This Lease may be terminated by the Tenant at any time by giving 30 calendar days advance written notice, to become effective at the end of a month, to the __HA in the manner specified in paragraph 11 (b).

(1) Tenant agrees to leave the dwelling unit in a clean and good condition, normal wear and tear excepted, and to return the keys to Management when Tenant vacates.

(2) Upon termination of tenancy and vacating of apartment, Tenant agrees to remove all personal property from the apartment. In the event Tenant fails to remove any personal property within 10 days of vacating said apartment or to make other arrangements with

(3) Management for disposition of same, Tenant agrees that Management may dispose of such property as it sees fit provided Management has given 10 days' written notice to Tenant at Tenant's last known address, and without further responsibility or liability of Management to Tenant.

(4) Tenant agrees to reimburse Management to the extent of any amounts expended by Management for moving and storage costs of Tenant's personal property.

(l) The __HA shall evict the Tenant from the unit only by complying with the State of New Jersey statutory eviction requirements.

(m) Eviction For Criminal Activity:

(1) The __HA discretion to consider circumstances. In deciding to evict for criminal activity, the __HA shall have discretion to consider all circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on the family members not involved in the criminal activity. In appropriate cases, the __HA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activities will not reside or be present on the premises without permission of the __HA. The __HA may require family members how have engaged in illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

(2) When the __HA evicts a household or a member of the household for engaging in criminal activity, including drug-related criminal activity, the __HA shall notify the local post office serving the development that such individual or family is no longer residing in the unit.

13. GRIEVANCE PROCEDURE:

Other than eviction disputes referred to in section 12(m) (involving a Tenant's criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or __HA employees, or involving any drug-related criminal activity on or near the premises), all disputes concerning the obligations of the Tenant and residents or the __HA under this Lease shall be processed and resolved pursuant to the Grievance Procedure of the __HA which is in effect at the time such

grievance or appeal arises. The procedure shall be posted in the __HA's office and incorporated into this Lease by reference.

14. WAIVER:

The failure of the __HA or the Tenant to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other causes.

15. MODIFICATIONS:

Modifications of this Lease must be accompanied by a written rider to the Lease executed by the __HA and the Tenant, except for rent redeterminations, eligibility for low-rent housing, appropriateness of dwelling size, schedules of special charges for services, repairs and utilities, and rules and regulations which are incorporated in the Lease by reference. Matters incorporated in the Lease by reference shall be publicly posted in a conspicuous manner in the __HA's office and shall be furnished to the Tenant upon request. If such schedules, rules and regulations are modified, the __HA shall give at least a 30-day written notice to each affected Tenant setting forth the proposed modification, the reasons therefore, and provide the Tenant an opportunity to present written comments which shall be considered by the __HA prior to the effective date of the proposed modification.

16. MISCELLANEOUS:

(a) **Captions.** Captions or paragraph headings contained in this lease are set forth for convenience of reference only and do not affect the substance of the paragraphs so captioned.

(b) **Counterparts.** This Lease may be executed in several counterparts, each of which shall be considered to be an original.

(c) **Integration.** The parties have read this Lease. The provisions of this Lease, together with any future supplements or amendments, constitute the entire agreement of __HA and Tenant with respect to the subject matter hereof and there exist no other prior or contemporaneous oral or written agreements with respect to such subject matter. No other changes hereto shall be made except in writing, signed and dated by the Tenant and an authorized representative of __HA.

(d) **Prior Leases Between Tenant and __HA.** It is hereby further understood and agreed between the Tenant and the __HA that the __HA reserves all rights and remedies to terminate this Lease and/or to make any claim for rent due or other charges or other Lease violations arising under any prior Lease with the Tenant for these leased premises and/or other premises leased by the __HA, and that such claims may be enforced as if arising under this Lease.

(e) **Accommodation of the Handicapped.** A handicapped person shall for all purposes under this lease be provided reasonable accommodation to the extent necessary to provide a handicapped person with an opportunity to use and occupy the unit in a manner equal to that of a non-handicapped person. This paragraph shall constitute notice, as required by 24 CFR sec. 966.7 (b) that the Tenant may at any time during the term or any renewal hereof request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

(f) **Foster Child/Live-in Aide.** With the consent of the __HA, a foster child or a live-in aide may reside in the unit. The __HA may adopt reasonable policies concerning residence by a foster child or a live-in aide, and in defining the circumstances in which __HA consent will be given or denied. Under such policies, the factors considered by __HA may include:

(1) Whether the addition of a new occupant may necessitate a transfer of the family to another unit, and whether such units are available.

(2) The __HA's obligation to make reasonable accommodation for handicapped persons.

"Live-in aide" means a person who resides with an elderly, disabled or handicapped person and who is determined to be essential to the care and well-being of the person; is not obligated for the support of the person; and would not be living in the unit except to provide the necessary supportive services.

(g) **Pet Policy.**

(1) Tenants are permitted to own and keep common household pets, as defined by the __HA Pet Policy, in accordance with the pet rules contained in the __HA Pet Policy.

(2) The __HA Pet Policy is incorporated into this lease by reference. The __HA Pet Policy shall be posted in the __HA office, and copies shall be made available to all Tenants.

(3) The Tenant agrees to comply with the rules of the __HA Pet Policy. Any violation of the rules of the __HA Pet Policy may be grounds for removal of the pet or termination of the pet owners tenancy (or both), in accordance with the provisions of 24 CFR part 942 (governing pet ownership in public housing for the elderly or handicapped), 24 CFR part 966 (governing lease and grievance procedures), New Jersey State Law, and local law.

(h) **Transfer of Tenant.** There shall be no transfers of families from one unit to another except in the following cases:

(1) Increase of decrease in family size that creates either an overcrowding or the underutilization of a unit.

(2) Family whose member becomes disabled or when a disabled member no longer resides in the unit.

At no other time will a transfer be considered. The Housing Authority will not reimburse or be responsible for any charges incurred by the mover.

If Management determines in accordance with the "Statement of Policy and Occupancy Limits" that the size of the dwelling unit is no longer appropriate to Tenant's needs, Management may provide notification to Tenant in accordance with Section 11 hereof, that Tenant will be required to move to another available unit of appropriate size, subject to all applicable laws and regulations, of the Tenant's choice either within the site in which Tenant resides or if there are available units in other sites or properties, in any other housing owned, operated or leased by the Madison Housing Authority, giving Tenant 60 days to move.

In the event Management requires Tenant to move other than when an additional person moves into or out of the apartment and an appropriate size apartment is available, Management will provide mover at Management's expense. However, Management will not reimburse Tenant for any miscellaneous expenses involved with moving from one apartment to another. Management shall not provide a mover at its expense for any Tenant moving out of public housing.

(i) **Former Tenants.** Tenant will not be given permission to allow a former Tenant of __HA to sleep overnight in an __HA unit for any period of time after the former Tenant has been evicted for any violation of this lease involving any activity that creates or results in danger or injury to persons or to __HA property, or any activity that creates or results in serious or repeated interference with the rights and well being of other Tenants or __HA employees or their peaceful enjoyment of the premises. Such prohibited activity shall include, but shall not be limited to violations of the following lease provisions: Sections 7(e), 7(f), 7(g), 7(h), 7 6), 7(k), 7(s), 7(t), 12(a)(4), 12(a)(5), 12(a)(6), 12(a)(12).

(j) **Access to Unit.** If and when __HA Management cannot gain access to Tenant's dwelling unit as a result of action or inaction of Tenant, Tenant agrees and understands that such action or inaction of Tenant can be used by __HA as evidence of the Tenant's fault, which if proven in court can result in a finding of the Tenant's liability and the __HA's non-liability for any conditions resulting from the lack of inspection or correction as a consequence of Tenant's failure to provide access to the dwelling unit.

(k) **Locks on Doors.** If Tenant has installed a lock on the entrance door without providing Management with a duplicate key, Tenant shall pay the cost of any damage caused in order to secure entry during an emergency, provided that Management has limited such damage to that necessary for entry and that the emergency was not caused by any action or inaction of Management.

Inability to Care for Oneself/Creation of Threat to Safety and Health. Under Section 12(a)(13) of this Lease, the Tenant understands and agrees that the Lease may be terminated pursuant to the appropriate procedures in the event that the Tenant becomes so physically or mentally incapable of maintaining the premises in a habitable condition or of caring for their physical or mental needs such that reasonable accommodations will not be sufficient to meet such needs and where the Tenant cannot arrange for someone to assist in performing these functions. Nothing herein shall be construed to compel __HA to provide accommodations or continued residency to a Tenant or to household members who, because of physical, mental or emotional illness, have become a threat to the health or safety of such Tenant or household members themselves, or who have become a threat to the health, safety, or right to peaceful enjoyment of __HA premises of any other Tenant or __HA employee.

17. SURVIVAL

If any agreement or portion of this Lease is invalid or contrary to law, the rest of the Lease shall remain in effect.

18. NO WAIVER BY LANDLORD

The __HA does not give up any rights by accepting rent or by failing to enforce any terms of this Lease.

19. COMPLETE DOCUMENT/RECEIPT FOR ATTACHMENTS

This Lease consists of a total of 19 pages and attachments consisting of _____ pages. By signing this Lease, Tenant hereby acknowledges receipts for all attachments that are listed below.

_____ Housing Authority

By: _____
Name __HA Representative

Dated: _____

By: _____
Name, Tenant

Dated: _____

ATTACHMENTS:

Occupancy, Admissions and Rent Policy

Grievance Procedure

Pet Policy

Parking Policy

GLOUCESTER CITY HOUSING AUTHORITY

NOTICE TO QUIT
DEMAND FOR POSSESSION
NOTICE OF RENT CHANGE

LEASE RENEWAL RIDER

Rev. 07/01/99

Tenant:

Address:

You are hereby notified that your tenancy in the above noted apartment will be terminated on _____ and DEMAND IS MADE UPON YOU TO QUIT AND DELIVER POSSESSION OF THE PREMISES by that date.

A Lease, effective _____, currently exists between the above-named Tenant and the Gloucester City Housing Authority (hereinafter called the "Management") for the Tenant's premises, as above. The Management hereby advises that the above premises WILL BE AVAILABLE FOR CONTINUED OCCUPANCY for an additional term which will begin _____ and will end _____.

It is agreed by the Tenant and Management that:

1. The monthly total rent for the new lease term will be _____.
2. A Security Deposit in the amount of _____ has been received by Management and deposited with Summit Bank, 1 North Broadway, Gloucester, N.J. An additional security deposit in the amount of _____ is required by the date of the lease renewal.

The following persons reside in the unit:

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of
_____ 19____.

GLOUCESTER CITY HOUSING AUTHORITY

By: _____
MANAGEMENT AGENT

Tenant: _____

Tenant: _____

Rider to Lease

FINAL INSPECTION & CHECK-OUT REPORT

As agreed upon in the Lease on Page 10 Section 7 (w), you are to leave the Apartment in as good a condition as you received it. Some things to check when you are doing your final cleaning are as follows:

Dust	Clean Tub and shower tile or surround
Vacuum	Clean toilet, sink & mirror
Windows	Wipeout cabinet under sink
Clean range burners	Wipe off closet & cabinet shelves
Clean sink and all countertops	Wipe out closet shelves and remove all clothes hangers
Wipe out cupboards	Clean and Shampoo carpets
Wipe out refrigerator	Replace all burned out light bulbs
Mop all floors	Clean patio yard and storage room

If for some reason you are unable to do any or all of these things, the cost of our labor to do any item will be billed to you at a rate of \$35.00 per hour.

There will also be additional charges for damages, missing articles and any rent, additional rent or miscellaneous charges due.

When you have everything out of your apartment and the final cleaning is complete, please call the Office at (856) 456-5772, (during regular business hours) for your final checkout.

In order to get the full refundable portion of your security deposit returned you must:

1. Fulfill your lease.
2. Pay rent, additional rent and all charges through the day you checkout.
3. Leave you apartment clean and undamaged.
4. Turn in your keys including mailbox key.
5. Leave a forwarding address with the office.

An inspection has been made of the apartment you vacated. The following items have been found to be damaged and per the terms of your lease are chargeable to you as the Tenant and are a guideline for a minimum charge.

1. Appliances – Refrigerator

Unclean	\$ 35.00
Damaged	\$
Missing ice cube trays	\$ 10.00
Replace broken or missing shelves.	\$ 35.00

2. Appliances – Stove

Unclean - Oven	\$ 35.00
Unclean – Range Top	\$ 35.00
Unclean – Range Hood	\$ 15.00
Missing broiler pan	\$ 35.00

Missing oven rack(s)	\$	40.00
Replace broken burners	\$	35.00
Replace broken shelves in oven	\$	35.00
Unclean exhaust fan	\$	35.00
Chips in range (each)	\$	20.00

3. Kitchen Cabinets & Floor

Unclean - Outside	\$	35.00
Unclean – Inside	\$	35.00
Replace door on cabinets	\$	55.00
Replace drawer on cabinets	\$	75.00
Replace damaged countertop	\$	125.00
Replace damaged kitchen sink	\$	95.00
Chips in sink (each)	\$	20.00

4. Walls & Lighting Fixtures

Remove wallpaper or contact paper	\$	90.00
Damage to walls (crayon marks, dents, & holes, heavy grease (per wall)	\$	
Walls painted a different color	\$	105.00
Missing or broken light fixtures	\$	50.00

5. Bathroom

Unclean	\$	35.00
Unclean exhaust fan	\$	35.00
Replace damaged mirror	\$	35.00
Replace damaged light fixture	\$	55.00
Replace damaged tiles	\$	35.00
Replace damaged sink	\$	100.00
Replace damaged sink faucet	\$	125.00
Replace damaged toilet	\$	150.00
Chips in tub (each)	\$	25.00

6. Windows & Doors

Broken window glass (per pane)	\$	
Damaged or missing screen	\$	45.00
Replace damaged inside door (each)	\$	75.00
Replace damaged entrance door	\$	225.00
Replace damaged sliding glass door	\$	225.00

7. Carpets & Floors

Damaged – burns, stains and cuts	\$	
Shampoo	\$	140.00
Floor tiles broken or missing (each)	\$	35.00

8. Miscellaneous

Removal of furniture or trash	\$	
Failure to return keys apt mailbox	\$	\$
Change Lock	\$	

Missing Key \$ 5.00

TOTAL DAMAGES \$

Tenant Signature _____

Housing Authority of the Gloucester City Housing Authority

Minimum Rent Hardship Exemption Request Guidelines for Tenants

Any resident Head of Household that is paying a minimum rent, which is \$ 50.00, may make a written request for a hardship exemption (**Note: This hardship exemption only applies to residents that are paying a minimum rent and does not apply to any other resident household**). The written request must be submitted to the Office prior to the rent becoming delinquent, which is prior to close of business the [1st, 5th, 10th] of each month. The written request must contain one of the following situations to be considered eligible for a hardship exemption, which includes:

1. The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
2. The family would be evicted as a result of the implementation of the minimum rent. This exemption is only applicable for the initial implementation of a minimum rent or increase in the existing minimum rent. The effective date of the initial implementation of the minimum rent for the Housing Authority was January 1, 2000 and the minimum rent was established at \$ 50.00. Therefore, this exemption will only apply if the HA increases the minimum rent.
3. The income of the family has decreased because of changed circumstance, including loss of employment.
4. A death in the family has occurred which affects the family circumstances.
5. If section 1 through 4 as listed above do not apply to a family paying a minimum rent, the Head of Household can cite any other circumstance that they believe created a financial hardship and describe that circumstance, in writing, and request that a hardship exemption be granted because of other circumstances. The HA will consider all "other circumstances" requests for hardship exemptions as presented, in writing, by the Head of Household and make a decision to grant or deny the other circumstances request for a hardship exemption on a case by case basis.

All of the above must be proven by the Tenant by providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

Note:

If you request a minimum rent hardship exemption and your request is approved your new rent amount will be based on the decision reached and a new dwelling lease will have to be executed. Calculating rent based on the TTP is required by federal regulation and is the method used to calculate rent for all public housing residents that are not paying a minimum rent or ceiling rent, as appropriate.

Head of Household

Date

Housing Authority

Date

[Make a Choice]

Housing Authority of the Gloucester City Housing Authority

Minimum Rent Hardship Exemption Approval/Denial Guidelines

Each Head of Household that is paying or starts paying a minimum rent must be given the “Minimum Rent Hardship Exemption Request Guidelines for Tenants” and this document must be signed by the resident Head of Household and Housing Manager. The document must be explained to the resident, prior to signing. The original is to be retained in the resident file and a copy given to the resident.

If a Head of Household submits a written request for a hardship exemption from paying a monthly minimum rent, which is \$50.00, and the request complies with sections 1 through 4 of the “Minimum Rent Hardship Exemption Request Guidelines for Tenants” the request shall be approved.

If the request for a hardship exemption is based on other circumstances as noted in section 5 of the “Minimum Rent Hardship Exemption Request Guidelines for Tenants”, the request must be forwarded to the HA administrator for approval or denial. The *Board of Commissioners* will make a decision to approve or deny the request based on the merits and circumstances of each individual request. Also, the HA administrator will establish a file for all “other circumstances” request for hardship exemptions to ensure that all decisions made concerning “other circumstances” are consistent. The names of the residents will be stricken from the file to ensure privacy of the Tenant.

All requests for hardship exemptions must be received prior to the rent becoming delinquent, which is before close of business on the 5th of each month. Also, it is the responsibility of the Head of Household to provide documentation that supports the hardship request and the information must be verifiable and provided prior to the rent becoming delinquent. However, an extension can be granted until the [20th] of the month if the Head of Household requests extra time to obtain the information to document their request, which may be necessary in some circumstances.

If the Head of Household request a hardship exemption timely, late penalties will not be charged. If a request is approved and/or denied the resident will be notified in writing of the decision. The decision must be issued within 10 calendar days of receipt of the request and/or within 10 calendar days of receiving the documentation necessary to support the hardship exemption request. The resident must be notified in the letter that if there is a change in circumstances that relieves the hardship, those circumstances must be reported to the Central Office within ten (10) calendar days of the changed circumstances as required by the Section 4 of the dwelling lease. Failure to report changes will result in termination of dwelling lease.

Housing Authority of the _____ of _____

Minimum Rent Hardship Exemption Approval/Denial Guidelines

Continued

Also, if a resident requests a hardship exemption (**prior to the rent being delinquent, which is the 5th** day) under this section, and the Housing Authority reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a 90-day period beginning upon the making of the request for the exemption. A resident may not be evicted during the 90-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long term basis, the HA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period and reduce the account receivable as appropriate. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.

During the exemption period, the rent will be reduced to the appropriated tenant payment, which represents the regulatory amount of rent calculated for all public housing residents.

The following language must be used in the letters of (1) acceptance, (2) temporary determination and (3) denial of a request for a hardship exemption:

Acceptance Letter:

The purpose of this letter is to inform you that your request for a minimum rent hardship exemption is approved. During the exemption period your rent will be _____, which represents your total tenant payment (TTP). Calculating rent based on the TTP is required by federal regulation and is the method used to calculate rent for all public housing residents that are not paying a minimum rent or ceiling rent, as appropriate. Also, you will be responsible for paying for any applicable “other charges” which may be incurred during the exemption period. Some examples of “other charges”, would be excess utilities and/or maintenance charges.

The action requires that a new dwelling lease be executed; therefore, an appointment for the signing of a new dwelling lease has been scheduled for _____.

As required by Section 4 of the dwelling lease you are reminded that you must report any changes in family income or family composition within ten (10) days of the changed circumstances as required by Section 4 of the dwelling lease. Failure to report such changes will result in termination of your dwelling lease.

If you have any questions concerning this letter or need to reschedule your appointment to sign the new dwelling lease, please contact the Housing Administrator at 456-5772.

Housing Authority of the _____ of _____

Minimum Rent Hardship Exemption Approval/Denial Guidelines Continued

Temporary Denial Letter:

The purpose of this letter is to inform you that your request for a minimum rent hardship exemption is denied because it has been determined that your situation is of a temporary nature. From the date of this letter, an exemption shall not be granted for a 90-day period; however, you will not be evicted during this period for non-payment of rent. Please note that the decision not to evict for non-payment of rent does not prevent the Housing Authority from filing an eviction action of any other lease violation. You must comply with all other provisions of your dwelling lease.

During the 90-day period your rent and, if applicable, other charges are due and payable on the [first, fifth, tenth, fifteenth day] of each month; however, you will not be charged any late fees during this 90-day period, which ends on _____[date]_____. Also, at any time during this 90-day period you can demonstrate that the financial hardship is of a long term basis and not temporary, the Housing Authority shall retroactively exempt the applicable minimum rent and your account adjusted to the appropriate amount of rent due based on calculating your total tenant payment from the date of your original request to be approved for a minimum rent hardship exemption.

In accordance with the Housing Authorities grievance procedure, you may request an **informal** settlement within five (5) business days from the date of the mailing of this adverse action if you do not agree with the decision. The request for an informal settlement can be made at this office orally or in writing.

If you have any questions concerning this letter, please contact the Housing Manager at _____.

Denial Letter:

The purpose of this letter is to deny your request for a hardship exemption from paying minimum rent. Your request did not meet the requirements for granting a hardship exemption from paying a minimum rent as outlined in the "Minimum Rent Hardship Exemption Request Guidelines for Tenants", which you signed on _____.

In accordance with the Housing Authorities grievance procedure, you may request an **informal** settlement within five (5) business days for the date of the mailing of this adverse action if you do not agree with the decision. The request for an informal settlement can be made at this office orally or in writing. If you grieve this decision your dwelling lease will not be terminated during the time period of the grievance procedure. Also, you will not be charged late fees during the grievance period.

If you have any questions concerning this letter, please contact the Housing Manager at _____.

RESOLUTION 99-12-66

COMPLIANCE BOARD RESOLUTION

WHEREAS, the Commissioners of the Gloucester City Housing Authority has developed a Five Year Plan in accordance with the United States Department of HUD for their the Gloucester Towne Complex and Scattered Sites developments, 101 Market Street, Gloucester City NJ, 08030.

WHEREAS, the Board of Commissioners and the tenant representatives have carefully reviewed the plan and agree to submit the plan to the United States Department of HUD in compliance with all Federal and State requirements.

NOW, THEREFORE BE IT RESOLVED that the aforesaid plan and a copy of this resolution be submitted to the United States Department of HUD.

Kathy Gorman, Chairman

Dated: _____

WITNESSED:

Dated: _____

Approved by OMB 0348-0046

1. Type of Federal Action <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award		3. Report Type <input type="checkbox"/> a. initial filing b. material change For Material Change Only year (yyyy) _____ quarter _____ date of last report (mm/dd/yyyy)_____	
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ , if known: Congressional District , if known			5. If Reporting Entity in No. 4 is Subawardee, enter Name and Address of Prime Congressional District , if known		
6. Federal Department/Agency			7. Federal Program Name/Description CFDA Number , if applicable _____		
8. Federal Action Number , if known			9. Award Amount , if known \$ _____		
10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI)			b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI) (attach continuation sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other (specify) _____		
12. Form of Payment (check all that apply) <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach continuation sheet(s) if necessary)					
15. Continuation sheets attached <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by Sec.319, Pub. L. 101-121, 103 Stat. 750, as amended by sec. 10; Pub. L. 104-65, Stat. 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature _____ Print Name _____ Title _____ Telephone No. _____ Date (mm/dd/yyyy) _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form-LLL (7/97)		

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient, Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just the time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) are attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency .

Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.